



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
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August 13, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed \$8,643,679, of which \$6,519,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	\$158,800	\$6,519,975	\$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	\$158,800	\$6,519,975	\$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	\$158,800	\$6,519,975	\$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	\$331,626	\$6,519,975	\$6,851,601
Monadnock Family Services	177510-B005	Keene	\$158,800	\$6,519,975	\$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	\$348,852	\$6,519,975	\$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	\$331,626	\$6,519,975	\$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	\$158,800	\$6,519,975	\$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	\$158,800	\$6,519,975	\$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	\$158,800	\$6,519,975	\$6,678,775
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

- Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum \$311,408 of the \$6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)**

Please see attached financial details.

### EXPLANATION

This request is **sole source** because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between when an individual is placed on the Housing Choice Voucher wait list to when the individual is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is \$715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

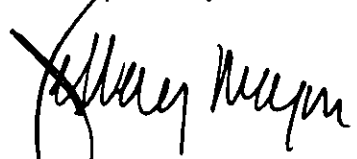
- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted



Jeffrey A. Meyers  
Commissioner

Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			<b>Subtotal</b>	<b>\$331,626</b>

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$149,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			<b>Subtotal</b>	<b>\$348,852</b>

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$142,128
2021	102-500731	Contracts for program services	92204117	\$189,498
			<b>Subtotal</b>	<b>\$331,626</b>

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	\$68,061
2021	102-500731	Contracts for program services	92204117	\$90,739
			<b>Subtotal</b>	<b>\$158,800</b>
<b>Total Family Support Services</b>				<b><u>\$2,123,704</u></b>

Funding Amounts Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	\$2,802,675
2021	102-500731	Contracts for program services	92234117	\$3,717,300
			<b>Subtotal</b>	<b>\$6,519,975</b>

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-01)


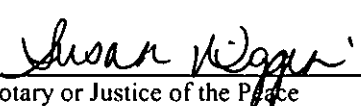
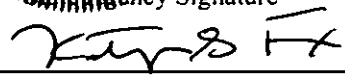
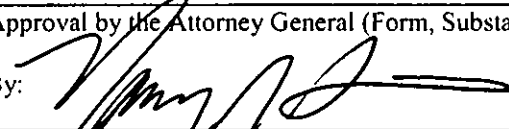
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-447-3347	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Madelene Costello, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u>  On <u>July 25, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace Susan Wiggins, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>8/9/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.

*ES*



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.
    - 2.2.9.2. Securing utilities.



## Exhibit A

- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.
  - 2.4.3. Feedback from landlords.

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## Exhibit A

- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

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## Exhibit A

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- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.
  - 4.1.3. Resolutions of barriers experienced.

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## Exhibit A

- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.
  - 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

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## Exhibit A

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- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services

Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.



New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ 675.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
<b>TOTAL</b>	<b>\$ 60,769</b>	<b>\$ 7,292</b>	<b>\$ 68,061</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,769</b>	<b>\$ 7,292</b>	<b>\$ 68,061</b>

Indirect As A Percent of Direct

12.0%

Contractor Initials **EJ**  
 Date **7/25/19**

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
<b>TOTAL</b>	<b>\$ 81,017</b>	<b>\$ 9,722</b>	<b>\$ 90,739</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,017</b>	<b>\$ 9,722</b>	<b>\$ 90,739</b>

Indirect As A Percent of Direct

12.0%



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials 



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: Northern Human Services

7/25/19  
Date

Name: Eric Johnson  
Title: CEO

Vendor Initials EO  
Date 7/25/19



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

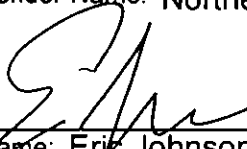
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Northern Human Services

7/25/19

Date

  
Name: Eric Johnson

Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

FEJ



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.


**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Northern Human Services

  
Name: Eric Johnson  
Title: CEO

7/25/19  
Date

Vendor Initials EU

Date 7/25/19





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

EJ

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Northern Human Services

A handwritten signature in black ink, appearing to read "Eric Johnson", written over a horizontal line.

Name: Eric Johnson  
Title: CEO

7/25/19  
Date

Exhibit G

Vendor Initials

Handwritten initials "EJ" in black ink, written over a horizontal line.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Northern Human Services

A handwritten signature in black ink, appearing to read "Eric Johnson", written over a horizontal line.

Name: Eric Johnson  
Title: CEO

7/25/19  
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1 Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
 The State  
 \_\_\_\_\_  
*Katja S Fox*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
*Katja S Fox*  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
*Director*  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
*8/2/19*  
 \_\_\_\_\_  
 Date

Northern Human Services  
 \_\_\_\_\_  
 - Name of the Vendor  
 \_\_\_\_\_  
*E. Johnson*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Eric Johnson  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 CEO  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 7/25/19  
 \_\_\_\_\_  
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Northern Human Services

  
Name: Eric Johnson  
Title: CEO

7/25/19  
Date



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073973059
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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**DHHS Information Security Requirements**



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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**DHHS Information Security Requirements**



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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**DHHS Information Security Requirements**



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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**DHHS Information Security Requirements**



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

*EJ*

**DHHS Information Security Requirements**



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Handwritten initials, possibly "EJ", written in black ink over a horizontal line.

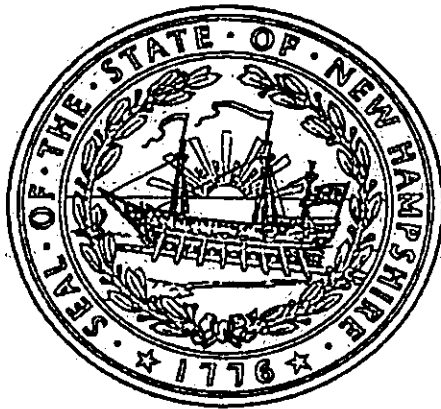
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62362

Certificate Number : 0004513873



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Dorothy Borchers, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Northern Human Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on January 28, 2019:  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

**RESOLVED:** That the CEO

is hereby authorized on behalf of this Agency to sign all Exhibits and any amendments to the Exhibits with the  
State.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 25th day of July, 2019.  
(Date Contract Signed)

4. Madelene Costello is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

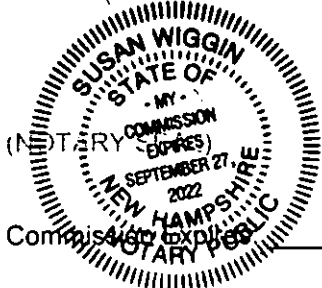
STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 25th day of July, 2019,

By Dorothy Borchers.  
(Name of Elected Officer of the Agency)

  
(Notary Public Justice of the Peace)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Christine.skehan, PHONE: 855 874-0123, FAX: (A/C, No):, E-MAIL ADDRESS: Christine.skehan@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Company, NAIC #: 32204.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Prof Liab - entlt, and Phys Prof.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance.

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: See Mark

Client#: 1010836

NORTHHAM

ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
USI Insurance Services LLC  
3 Executive Park Drive, Suite 300  
Bedford, NH 03110  
855 874-0123

CONTACT NAME: <b>Christine Skehan</b>	
PHONE (AC, No, Ext): <b>855 874-0123</b>	FAX (AC, No):
EMAIL ADDRESS: <b>Christine.Skehan@usi.com</b>	
INSURER(S) AFFORDING COVERAGE	
INSURER A: <b>NH Employers Insurance Company</b>	NAIC # <b>13083</b>
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
**Northern Human Services, Inc.**  
87 Washington Street  
Conway, NH 03818-6044

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL SUBR (R/S, W/C)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES & (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC60040004322018A	09/30/2018	09/30/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYER \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence  
Evidence of Insurance.

### CERTIFICATE HOLDER

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*See above*



**Statement of Mission**

“To assist and advocate for people affected by mental illness, developmental disabilities and related disorders in living meaningful lives.”

**Statement of Vision**

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

*Financial Statements*

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**NORTHERN HUMAN SERVICES, INC.**

**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**NORTHERN HUMAN SERVICES, INC.**

**JUNE 30, 2018 AND 2017**

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To the Board of Directors of  
Northern Human Services, Inc.  
Conway, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2018.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2018 and 2017, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2018 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Northern Human Services, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 9, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 25 - 33 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leon, McDonnell & Roberts  
Professional Association*

October 16, 2018  
North Conway, New Hampshire

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2018 AND 2017**

**ASSETS**

	<b><u>2018</u></b>	<b><u>2017</u></b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents, undesignated	\$ 10,319,006	\$ 7,969,686
Cash and cash equivalents, designated	318,202	318,202
Accounts receivable, less allowance of \$291,000 and \$168,000 for 2018 and 2017, respectively	1,431,724	1,496,143
Grants receivable	103,744	57,860
Assets, limited use	619,951	601,753
Due from related party	-	202,643
Prepaid expenses and deposits	<u>294,263</u>	<u>248,922</u>
Total current assets	<u>13,086,890</u>	<u>10,895,209</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>527,343</u>	<u>500,167</u>
<b>OTHER ASSETS</b>		
Investments	1,880,097	1,753,278
Cash value of life insurance	<u>413,777</u>	<u>395,330</u>
Total other assets	<u>2,293,874</u>	<u>2,148,608</u>
Total assets	<u>\$ 15,908,107</u>	<u>\$ 13,543,984</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 370,452	\$ 329,851
Wages payable	1,711,570	1,548,199
Compensated absences payable	704,026	701,325
Other grants payable	69,801	13,134
Refundable advances	337,926	299,311
Deferred revenue	115,685	47,800
Refundable advances, maintenance of effort	971,522	32,053
Client funds held in trust	294,867	276,337
Due to related party	<u>44,689</u>	<u>-</u>
Total liabilities	<u>4,620,538</u>	<u>3,248,010</u>
<b>NET ASSETS</b>		
Unrestricted		
Undesignated	10,713,605	9,721,921
Board designated	<u>318,202</u>	<u>318,202</u>
Total unrestricted	11,031,807	10,040,123
Temporarily restricted	3,345	3,434
Permanently restricted	<u>252,417</u>	<u>252,417</u>
Total net assets	<u>11,287,569</u>	<u>10,295,974</u>
Total liabilities and net assets	<u>\$ 15,908,107</u>	<u>\$ 13,543,984</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
<b>PUBLIC SUPPORT</b>					
State and federal grants	\$ 927,662	\$ -	\$ -	\$ 927,662	\$ 888,151
Other public support	553,387	-	-	553,387	493,536
Local and county support	306,732	-	-	306,732	138,189
Donations	<u>24,296</u>	<u>-</u>	<u>-</u>	<u>24,296</u>	<u>276,125</u>
Total public support	<u>1,812,077</u>	<u>-</u>	<u>-</u>	<u>1,812,077</u>	<u>1,796,001</u>
<b>REVENUES</b>					
Program service fees	37,962,172	-	-	37,962,172	36,254,601
Production income	437,758	-	-	437,758	442,276
Other revenues	<u>261,640</u>	<u>-</u>	<u>-</u>	<u>261,640</u>	<u>346,437</u>
Total revenues	<u>38,661,570</u>	<u>-</u>	<u>-</u>	<u>38,661,570</u>	<u>37,043,314</u>
Total public support and revenues	<u>40,473,647</u>	<u>-</u>	<u>-</u>	<u>40,473,647</u>	<u>38,839,315</u>
<b>EXPENSES</b>					
<u>Program Services</u>					
Mental health	10,914,180	-	-	10,914,180	10,844,235
Developmental services	<u>23,962,509</u>	<u>-</u>	<u>-</u>	<u>23,962,509</u>	<u>23,170,804</u>
Total program services	34,876,689	-	-	34,876,689	34,015,039
General management	<u>4,774,159</u>	<u>-</u>	<u>-</u>	<u>4,774,159</u>	<u>4,623,175</u>
Total expenses	<u>39,650,848</u>	<u>-</u>	<u>-</u>	<u>39,650,848</u>	<u>38,638,214</u>
<b>EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES</b>	<u>822,799</u>	<u>-</u>	<u>-</u>	<u>822,799</u>	<u>201,101</u>
<b>NON-OPERATING INCOME (LOSS)</b>					
Investment return	139,759	-	-	139,759	208,213
Gain on sale of property	-	-	-	-	123
Change in cash value of life insurance	18,447	-	-	18,447	16,801
Interest income	7,936	2,654	-	10,590	2,334
Net assets released from restrictions	<u>2,743</u>	<u>(2,743)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>168,885</u>	<u>(89)</u>	<u>-</u>	<u>168,796</u>	<u>227,471</u>
Change in net assets	991,684	(89)	-	991,595	428,572
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>10,040,123</u>	<u>3,434</u>	<u>252,417</u>	<u>10,295,974</u>	<u>9,867,402</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 11,031,807</u>	<u>\$ 3,345</u>	<u>\$ 252,417</u>	<u>\$ 11,287,569</u>	<u>\$ 10,295,974</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 991,595	\$ 428,572
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	194,292	162,274
Unrealized gain on investments	(82,953)	(145,139)
Realized gain on investments	(23,391)	(33,703)
Gain on sale of property	-	(123)
Change in cash value of life insurance	(5,977)	(6,520)
(Increase) decrease in assets:		
Accounts receivable	64,419	1,334,985
Grants receivable	(45,884)	(6,325)
Assets, limited use	(18,198)	(74,299)
Due from related party	202,643	(40,317)
Prepaid expenses and deposits	(45,341)	4,025
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	40,601	(288,171)
Wages payable	163,371	999,271
Compensated absences payable	2,701	(11,122)
Other grants payable	56,667	(43,672)
Refundable advances	38,615	102,342
Deferred revenue	67,885	(21,258)
Refundable advances, maintenance of effort	939,469	32,053
Client funds held in trust	18,530	40,923
Due to related party	44,689	-
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>2,603,733</u>	<u>2,433,796</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property	(221,468)	(107,238)
Proceeds from sale of property	-	1,461
Purchases of investments	(219,532)	(206,038)
Proceeds from sales of investments	232,472	217,466
Reinvested dividends	(33,415)	(29,371)
Change in cash value of life insurance	(12,470)	(10,281)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(254,413)</u>	<u>(134,001)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	2,349,320	2,299,795
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>8,287,888</u>	<u>5,988,093</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 10,637,208</u>	<u>\$ 8,287,888</u>

See Notes to Financial Statements



**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Mental Health</u></b>	<b><u>Developmental Services</u></b>	<b><u>Subtotals</u></b>	<b><u>General Management</u></b>	<b><u>2018 Total</u></b>	<b><u>2017 Total</u></b>
<b>EXPENSES</b>						
Salaries and wages	\$ 6,663,485	\$ 8,051,232	\$ 14,714,717	\$ 3,084,942	\$ 17,799,659	\$ 17,806,511
Employee benefits	1,354,024	1,813,646	3,167,670	707,334	3,875,004	3,975,776
Payroll taxes	466,978	584,666	1,051,644	209,770	1,261,414	1,274,240
Client wages	120,777	164,012	284,789	-	284,789	321,396
Professional fees	229,536	11,202,974	11,432,510	274,503	11,707,013	10,780,175
Staff development and training	27,418	15,681	43,099	15,513	58,612	59,606
Occupancy costs	542,490	534,222	1,076,712	195,985	1,272,697	1,253,665
Consumable supplies	205,410	227,095	432,505	60,531	493,036	506,953
Equipment expenses	115,737	149,865	265,602	25,086	290,688	229,864
Communications	142,581	122,787	265,368	55,468	320,836	340,185
Travel and transportation	254,925	816,535	1,071,460	43,516	1,114,976	1,141,929
Assistance to individuals	9,573	98,239	107,812	3,009	110,821	102,574
Insurance	58,206	73,980	132,186	15,589	147,775	140,256
Membership dues	27,788	22,327	50,115	56,360	106,475	124,003
Bad debt expense	693,320	84,013	777,333	-	777,333	554,537
Other expenses	<u>1,932</u>	<u>1,235</u>	<u>3,167</u>	<u>26,553</u>	<u>29,720</u>	<u>26,544</u>
Total expenses	<b><u>\$ 10,914,180</u></b>	<b><u>\$ 23,962,509</u></b>	<b><u>\$ 34,876,689</u></b>	<b><u>\$ 4,774,159</u></b>	<b><u>\$ 39,650,848</u></b>	<b><u>\$ 38,638,214</u></b>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Non-Specialized <u>Outpatient</u></b>	<b>State Eligible Adult <u>Outpatient</u></b>	<b>Outpatient <u>Contracts</u></b>	<b>Children and <u>Adolescents</u></b>
<b>EXPENSES</b>				
Salaries and wages	\$ 343,654	\$ 816,436	\$ 208,099	\$ 821,567
Employee benefits	53,306	110,570	45,532	161,091
Payroll taxes	24,504	54,576	14,781	55,731
Client wages	-	-	2	280
Professional fees	14,440	20,404	4,317	32,903
Staff development and training	2,500	4,755	9,245	808
Occupancy costs	42,796	66,420	10,562	57,369
Consumable supplies	21,742	10,728	1,405	10,339
Equipment expenses	7,160	9,661	1,458	8,722
Communications	17,397	19,878	2,581	16,779
Travel and transportation	2,204	8,141	3,661	27,052
Assistance to individuals	20	83	62	1,002
Insurance	3,796	8,790	1,410	7,637
Membership dues	4,751	5,502	832	3,217
Bad debt expense	151,322	92,907	-	31,643
Other expenses	<u>13</u>	<u>55</u>	<u>1</u>	<u>131</u>
Total expenses	<u>\$ 689,605</u>	<u>\$ 1,228,906</u>	<u>\$ 303,948</u>	<u>\$ 1,236,271</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Emergency Services <u>Non-BBH</u></b>	<b>Other Non-BBH</b>	<b>Integrated Health Grant</b>	<b>Bureau of Drug &amp; Alcohol Services</b>
<b>EXPENSES</b>				
Salaries and wages	\$ 450,754	\$ 253,724	\$ 14,087	\$ 45,157
Employee benefits	51,527	82,595	1,048	10,962
Payroll taxes	30,339	17,042	1,053	3,241
Client wages	-	-	-	-
Professional fees	10,710	9,508	100	1,256
Staff development and training	190	4,733	-	312
Occupancy costs	32,422	18,749	15,418	4,653
Consumable supplies	4,710	3,523	3,112	660
Equipment expenses	7,271	2,535	-	632
Communications	14,028	4,813	-	844
Travel and transportation	425	10,148	226	2,086
Assistance to individuals	-	5	-	-
Insurance	4,342	2,474	-	609
Membership dues	1,554	828	-	270
Bad debt expense	32,405	1,601	-	6,178
Other expenses	16	16	-	7
	<u>640,693</u>	<u>412,294</u>	<u>35,044</u>	<u>76,867</u>
Total expenses	<b>\$ 640,693</b>	<b>\$ 412,294</b>	<b>\$ 35,044</b>	<b>\$ 76,867</b>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
<b>EXPENSES</b>				
Salaries and wages	\$ 95,292	\$ 110,047	\$ 54,211	\$ 739,106
Employee benefits	26,797	26,938	12,488	151,555
Payroll taxes	6,383	12,029	4,010	53,025
Client wages	-	57,770	-	-
Professional fees	19,599	3,514	1,036	19,639
Staff development and training	-	752	148	617
Occupancy costs	-	12,765	7,313	47,583
Consumable supplies	760	5,060	22,237	15,231
Equipment expenses	-	7,965	2,351	8,580
Communications	1,368	2,484	249	13,964
Travel and transportation	5,024	13,850	-	48,996
Assistance to individuals	180	11	73	-
Insurance	-	1,462	640	6,915
Membership dues	575	480	203	2,375
Bad debt expense	-	2,839	13,044	159,921
Other expenses	-	12	12	613
	<u>\$ 155,978</u>	<u>\$ 257,978</u>	<u>\$ 118,015</u>	<u>\$ 1,268,120</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Supportive <u>Living</u></b>	<b>Community <u>Residences</u></b>	<b>Disaster Behavioral <u>Health (DBHRT)</u></b>	<b>Victims of Crime Act <u>Program</u></b>
<b>EXPENSES</b>				
Salaries and wages	\$ 753,812	\$ 841,527	\$ 28,282	\$ 385,441
Employee benefits	173,765	207,730	8,048	82,420
Payroll taxes	53,631	58,814	1,850	25,304
Client wages	-	-	-	1,070
Professional fees	14,768	5,347	602	7,322
Staff development and training	143	145	294	1,088
Occupancy costs	43,931	43,736	2,474	26,902
Consumable supplies	17,133	25,282	692	3,595
Equipment expenses	9,025	14,109	346	3,987
Communications	7,438	10,046	561	5,434
Travel and transportation	61,156	11,401	1,034	14,180
Assistance to individuals	7,237	880	-	20
Insurance	7,653	2,221	322	3,660
Membership dues	2,482	703	101	1,202
Bad debt expense	62,221	13,488	-	2,244
Other expenses	905	85	4	24
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total expenses	<u>\$ 1,215,300</u>	<u>\$ 1,235,514</u>	<u>\$ 44,610</u>	<u>\$ 563,893</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>IDN</u> <u>Grant</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2017</u> <u>Total</u>
<b>EXPENSES</b>					
Salaries and wages	\$ 619,963	\$ 38,940	\$ 43,386	\$ 6,663,485	\$ 6,716,223
Employee benefits	125,989	11,495	10,168	1,354,024	1,472,110
Payroll taxes	40,637	2,568	7,460	466,978	467,804
Client wages	2,500	-	59,155	120,777	118,840
Professional fees	62,153	-	1,918	229,536	205,379
Staff development and training	1,674	-	14	27,418	26,435
Occupancy costs	85,998	-	23,399	542,490	517,221
Consumable supplies	9,940	-	49,261	205,410	204,198
Equipment expenses	7,363	14,390	10,182	115,737	90,935
Communications	8,075	9,560	7,082	142,581	157,081
Travel and transportation	32,320	-	13,021	254,925	269,733
Assistance to individuals	-	-	-	9,573	10,448
Insurance	5,911	-	364	58,206	56,281
Membership dues	1,910	-	803	27,788	36,628
Bad debt expense	123,507	-	-	693,320	491,808
Other expenses	<u>34</u>	<u>-</u>	<u>4</u>	<u>1,932</u>	<u>3,111</u>
Total expenses	<u>\$ 1,127,974</u>	<u>\$ 76,953</u>	<u>\$ 226,217</u>	<u>\$ 10,914,180</u>	<u>\$ 10,844,235</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports &amp; Services</u>	<u>Independent Living Services</u>
<b>EXPENSES</b>					
Salaries and wages	\$ 672,291	\$ 82,516	\$ 3,191,859	\$ 474,492	\$ 167,459
Employee benefits	175,224	10,370	857,851	82,996	49,990
Payroll taxes	46,552	6,315	235,991	34,137	11,865
Client wages	-	1,829	143,489	-	-
Professional fees	26,995	580	68,153	207,655	17,413
Staff development and training	1,163	17	3,943	5,644	73
Occupancy costs	45,741	3,086	234,037	13,784	9,631
Consumable supplies	8,746	887	63,041	10,925	2,046
Equipment expenses	6,542	560	95,101	3,998	1,651
Communications	3,747	190	44,987	14,235	1,245
Travel and transportation	21,268	6,921	536,527	92,236	8,557
Assistance to individuals	118	1	39,568	-	782
Insurance	6,287	611	28,722	4,118	1,853
Membership dues	600	52	13,505	348	163
Bad debt expense	-	-	1,421	82,162	116
Other expenses	<u>20</u>	<u>1</u>	<u>647</u>	<u>100</u>	<u>5</u>
Total expenses	<u>\$ 1,015,294</u>	<u>\$ 113,936</u>	<u>\$ 5,558,842</u>	<u>\$ 1,026,830</u>	<u>\$ 272,849</u>

See Notes to Financial Statements

**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Family Residence</u></b>	<b><u>Combined Day/ Residential Vendor</u></b>	<b><u>Individual Supported Living</u></b>	<b><u>Consolidated Services</u></b>	<b><u>Combined Day/ Residential Services</u></b>
<b>EXPENSES</b>					
Salaries and wages	\$ 1,956,317	\$ -	\$ 204,731	\$ 767,817	\$ 50,031
Employee benefits	375,573	-	56,710	107,306	12,011
Payroll taxes	142,461	-	14,577	54,020	3,404
Client wages	17,599	-	1,095	-	-
Professional fees	3,285,922	2,091,316	57,015	1,158,733	1,410,231
Staff development and training	1,997	-	499	524	31
Occupancy costs	145,631	-	43,425	3,330	1,259
Consumable supplies	113,583	-	8,259	1,536	6,226
Equipment expenses	30,385	-	1,507	5,734	488
Communications	37,594	-	3,229	12,911	458
Travel and transportation	66,993	-	6,562	54,471	-
Assistance to individuals	1,534	-	777	29,911	-
Insurance	18,219	-	1,843	7,160	477
Membership dues	1,965	-	157	5,095	41
Bad debt expense	314	-	-	-	-
Other expenses	243	-	-	-	5
	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
Total expenses	<b><u>\$ 6,196,330</u></b>	<b><u>\$ 2,091,316</u></b>	<b><u>\$ 400,386</u></b>	<b><u>\$ 2,208,548</u></b>	<b><u>\$ 1,484,662</u></b>

See Notes to Financial Statements



**NORTHERN HUMAN SERVICES, INC.****STATEMENT OF FUNCTIONAL EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2017 Total</u>
<b>EXPENSES</b>				
Salaries and wages	\$ 30,619	\$ 453,100	\$ 8,051,232	\$ 8,068,320
Employee benefits	5,421	80,194	1,813,646	1,816,623
Payroll taxes	2,167	33,177	584,666	602,440
Client wages	-	-	164,012	202,556
Professional fees	164,964	2,713,997	11,202,974	10,346,262
Staff development and training	18	1,772	15,681	15,206
Occupancy costs	884	33,414	534,222	552,738
Consumable supplies	247	11,599	227,095	240,285
Equipment expenses	329	3,570	149,865	117,111
Communications	304	3,887	122,787	125,917
Travel and transportation	1,337	21,663	816,535	832,925
Assistance to individuals	-	25,548	98,239	88,687
Insurance	328	4,362	73,980	69,636
Membership dues	31	370	22,327	28,416
Bad debt expense	-	-	84,013	62,729
Other expenses	<u>3</u>	<u>211</u>	<u>1,235</u>	<u>953</u>
Total expenses	<u>\$ 206,652</u>	<u>\$ 3,386,864</u>	<u>\$ 23,962,509</u>	<u>\$ 23,170,804</u>

See Notes to Financial Statements

## **NORTHERN HUMAN SERVICES, INC.**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

#### **1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **General**

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

##### **Basis of Accounting**

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

##### **Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

**Unrestricted:** Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

**Temporarily Restricted:** Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

**Permanently Restricted:** Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2018 and 2017, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

##### **Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

### **Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

### **Property and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Vehicles	5 – 10 years
Equipment	3 – 10 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

### **Investments**

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

### **Accrued Earned Time**

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

### **Program Service Fee Revenue**

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Summarized Financial Information**

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

### **Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2015 – 2018), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

## **2. ASSETS, LIMITED USE**

As of June 30, 2018 and 2017, assets, limited use consisted of the following:

	<b><u>2018</u></b>	<b><u>2017</u></b>
Donor restricted cash	\$ 255,762	\$ 255,851
Client funds held in trust	294,867	276,337
Employee benefits	<u>69,322</u>	<u>69,565</u>
Total assets, limited use	<b><u>\$ 619,951</u></b>	<b><u>\$ 601,753</u></b>

### 3. PROPERTY AND DEPRECIATION

As of June 30, 2018 and 2017, property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Vehicles	\$ 652,964	\$ 575,872
Equipment	<u>3,231,824</u>	<u>3,186,876</u>
Total property and equipment	3,884,788	3,762,748
Less accumulated depreciation	<u>3,357,445</u>	<u>3,262,581</u>
Property and equipment, net	<u>\$ 527,343</u>	<u>\$ 500,167</u>

Depreciation expense totaled \$194,292 and \$162,274 for the years ended June 30, 2018 and 2017, respectively.

### 4. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2018 and 2017:

	<u>2018</u>		<u>2017</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
<b>Money Market Funds</b>	\$ 15,340	\$ 15,340	\$ 14,071	\$ 14,071
<b>Mutual Funds:</b>				
Domestic equity funds	802,467	669,110	747,123	646,347
International equity funds	361,346	333,154	347,495	323,864
Fixed income funds	634,134	649,092	587,243	588,170
Other mutual funds	<u>66,810</u>	<u>72,266</u>	<u>57,346</u>	<u>61,020</u>
<b>Total</b>	<u>\$ 1,880,097</u>	<u>\$ 1,738,962</u>	<u>\$ 1,753,278</u>	<u>\$ 1,633,472</u>

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	<u>2018</u>	<u>2017</u>
<b><u>Components of Investment Return:</u></b>		
Interest and dividends	\$ 33,415	\$ 29,371
Unrealized gains on investments	82,953	145,139
Realized gains on investments	<u>23,391</u>	<u>33,703</u>
	<u>\$ 139,759</u>	<u>\$ 208,213</u>

Investment management fees for the years ended June 30, 2018 and 2017 were \$12,940 and \$11,428, respectively.

## 5. **FAIR VALUE MEASUREMENTS**

*FASB ASC Topic No. 820-10* provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

**Level 1** - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

**Level 3** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2018 and 2017.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

*Mutual Funds:* All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

*Life Insurance:* The surrender value of life insurance is valued at the cash value guaranteed to policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2018 and 2017 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

<u>2018</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Money Market Funds</b>	\$ 15,340	\$ -	\$ -	\$ 15,340
<b>Mutual Funds</b>				
Domestic equity funds	802,467	-	-	802,467
International equity funds	361,346	-	-	361,346
Fixed income funds	634,134	-	-	634,134
Other funds	66,810	-	-	66,810
<b>Cash Value of Life Insurance</b>	-	413,777	-	413,777
Total investments at fair value	<u>\$ 1,880,097</u>	<u>\$ 413,777</u>	<u>\$ -</u>	<u>\$ 2,293,874</u>

<u>2017</u>				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<b>Money Market Funds</b>	\$ 14,071	\$ -	\$ -	\$ 14,071
<b>Mutual Funds</b>				
Domestic equity funds	747,123	-	-	747,123
International equity funds	347,495	-	-	347,495
Fixed income funds	587,243	-	-	587,243
Other funds	57,346	-	-	57,346
<b>Cash Value of Life Insurance</b>	-	395,330	-	395,330
Total investments at fair value	<u>\$ 1,753,278</u>	<u>\$ 395,330</u>	<u>\$ -</u>	<u>\$ 2,148,608</u>

#### 6. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled \$270,725 and \$269,936 for the years ended June 30, 2018 and 2017, respectively.

#### 7. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2018 and 2017. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated \$10,301,484 and \$8,146,611, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

**8. CONCENTRATION OF RISK**

For the years ended June 30, 2018 and 2017, approximately 85% and 86% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 65% and 71% of the total accounts receivable balances at June 30, 2018 and 2017, respectively.

**9. LEASE COMMITMENTS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$897,369 and \$893,902 for the years ended June 30, 2018 and 2017, respectively.

The approximate future minimum lease payments on the above leases for the year ending June 30, 2019 is \$919,360.

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

**10. RELATED PARTY TRANSACTIONS**

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

**Due to/from Related Party**

At June 30, 2018, the Organization had a due to Shallow River balance in the amount of \$44,689. At June 30, 2017, the Organization had a receivable due from Shallow River balance in the amount of \$202,643.

**Rental Expense**

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$728,526 for each of the years ended June 30, 2018 and 2017. The Organization also leases space from a board member for \$1,000 per month.



### **Management Fee**

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2018 and 2017.

### **Donation**

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2018, Shallow River did not make a donation to the Organization but retained its surplus of \$264,560 due to the purchase of a new building during the year and for use in future renovation projects and maintenance costs. Donation revenue, from Shallow River to the Organization, aggregated \$243,622 for the year ended June 30, 2017.

## **11. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT**

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2018 and 2017, the outstanding capitated payment liability totaled \$971,522 and \$32,053, respectively.

## **12. COMMITMENTS AND CONTINGENCIES**

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

**13. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following purposes:

	<u>2018</u>	<u>2017</u>
Dream Team Fund	\$ 2,924	\$ 3,121
Income earned on the Memorial Fund	<u>421</u>	<u>313</u>
Total temporarily restricted net assets	<u>\$ 3,345</u>	<u>\$ 3,434</u>

**14. ENDOWMENT FUND AND PERMANENTLY RESTRICTED NET ASSETS**

As a result of the June 30, 2006 merger of The Center of Hope For Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205 and subsections)* intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2018 and 2017, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2018 were as follows:

	<b><u>Temporarily Restricted</u></b>	<b><u>Permanently Restricted</u></b>	<b><u>Total</u></b>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	505	-	505
Withdrawals	<u>(505)</u>	<u>-</u>	<u>(505)</u>
Certificates of deposit end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

Changes in endowment net assets (at fair value) as of June 30, 2017 were as follows:

	<b><u>Temporarily Restricted</u></b>	<b><u>Permanently Restricted</u></b>	<b><u>Total</u></b>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	550	-	550
Withdrawals	<u>(550)</u>	<u>-</u>	<u>(550)</u>
Certificates of deposit end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

#### 15. **RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

#### 16. **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 16, 2018, the date the June 30, 2018 financial statements were available for issuance.

**NORTHERN HUMAN SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>	<u>Subtotals</u>	<u>General</u>	<u>2018</u>	<u>2017</u>
	<u>Health</u>	<u>Services</u>		<u>Management</u>	<u>Total</u>	<u>Total</u>
<b>REVENUES</b>						
Program service fees:						
Client fees	\$ 676,504	\$ 40,493	\$ 716,997	\$ -	\$ 716,997	\$ 577,562
Residential fees	70,500	251,843	322,343	-	322,343	206,013
Blue Cross	217,556	34,592	252,148	-	252,148	184,160
Medicaid	11,596,955	23,971,027	35,567,982	-	35,567,982	34,248,487
Medicare	575,847	-	575,847	-	575,847	504,333
Other insurance	287,550	67,330	354,880	-	354,880	315,059
Local educational authorities	-	157,808	157,808	-	157,808	167,681
Vocational rehabilitation	5,917	5,094	11,011	-	11,011	6,541
Other program fees	58	3,098	3,156	-	3,156	44,765
Production/service income	222,560	215,198	437,758	-	437,758	442,276
Public support:						
Local/county government	287,832	18,900	306,732	-	306,732	138,189
Donations/contributions	4,403	17,983	22,386	1,910	24,296	276,125
Other public support	333,880	-	333,880	-	333,880	255,237
Bureau of Developmental Services and Bureau of Behavioral Health	379,308	240,771	620,079	-	620,079	674,026
Other federal and state funding:						
HUD	129,530	-	129,530	-	129,530	129,535
Other	170,477	-	170,477	7,576	178,053	84,590
Private foundation grants	219,507	-	219,507	-	219,507	238,299
Other revenues	<u>47,724</u>	<u>85,099</u>	<u>132,823</u>	<u>128,817</u>	<u>261,640</u>	<u>346,437</u>
<b>Total revenues</b>	<u>15,226,108</u>	<u>25,109,236</u>	<u>40,335,344</u>	<u>138,303</u>	<u>40,473,647</u>	<u>38,839,315</u>
<b>EXPENSES</b>						
Salaries and wages	\$ 6,663,485	\$ 8,051,232	\$ 14,714,717	\$ 3,084,942	\$ 17,799,659	\$ 17,806,511
Employee benefits	1,354,024	1,813,646	3,167,670	707,334	3,875,004	3,975,776
Payroll taxes	466,978	584,666	1,051,644	209,770	1,261,414	1,274,240
Client wages	120,777	164,012	284,789	-	284,789	321,396
Professional fees	229,536	11,202,974	11,432,510	274,503	11,707,013	10,780,175
Staff development and training	27,418	15,681	43,099	15,513	58,612	59,606
Occupancy costs	542,490	534,222	1,076,712	195,985	1,272,697	1,253,665
Consumable supplies	205,410	227,095	432,505	60,531	493,036	506,953
Equipment expenses	115,737	149,865	265,602	25,086	290,688	229,864
Communications	142,581	122,787	265,368	55,468	320,836	340,185
Travel and transportation	254,925	816,535	1,071,460	43,516	1,114,976	1,141,929
Assistance to individuals	9,573	98,239	107,812	3,009	110,821	102,574
Insurance	58,206	73,980	132,186	15,589	147,775	140,256
Membership dues	27,788	22,327	50,115	56,360	106,475	124,003
Bad debt expense	693,320	84,013	777,333	-	777,333	554,537
Other expenses	<u>1,932</u>	<u>1,235</u>	<u>3,167</u>	<u>26,553</u>	<u>29,720</u>	<u>26,544</u>
<b>Total expenses</b>	<u>10,914,180</u>	<u>23,962,509</u>	<u>34,876,689</u>	<u>4,774,159</u>	<u>39,650,848</u>	<u>38,638,214</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 4,311,928</u>	<u>\$ 1,146,727</u>	<u>\$ 5,458,655</u>	<u>\$ (4,635,856)</u>	<u>\$ 822,799</u>	<u>\$ 201,101</u>

**NORTHERN HUMAN SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b><u>Non-Specialized Outpatient</u></b>	<b><u>State Eligible Audit Outpatient</u></b>	<b><u>Outpatient Contracts</u></b>	<b><u>Children and Adolescents</u></b>
<b>REVENUES</b>				
Program service fees:				
Client fees	\$ 47,036	\$ 91,538	\$ -	\$ 42,375
Residential fees	-	-	-	-
Blue Cross	52,325	90,515	-	50,277
Medicaid	73,495	948,476	671,869	2,719,575
Medicare	115,322	374,503	-	-
Other insurance	71,768	124,967	-	37,948
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	8	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	134,639	-	-	-
Donations/contributions	4,403	-	-	-
Other public support	-	-	17,921	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	4,000
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	9,507	-	-	-
Other revenues	<u>32,021</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>540,524</u>	<u>1,629,999</u>	<u>689,790</u>	<u>2,854,175</u>
<b>EXPENSES</b>				
Salaries and wages	\$ 343,654	\$ 816,436	\$ 208,099	\$ 821,567
Employee benefits	53,306	110,570	45,532	161,091
Payroll taxes	24,504	54,576	14,781	55,731
Client wages	-	-	2	280
Professional fees	14,440	20,404	4,317	32,903
Staff development and training	2,500	4,755	9,245	808
Occupancy costs	42,796	66,420	10,562	57,369
Consumable supplies	21,742	10,728	1,405	10,339
Equipment expenses	7,160	9,661	1,458	8,722
Communications	17,397	19,878	2,581	16,779
Travel and transportation	2,204	8,141	3,661	27,052
Assistance to individuals	20	83	62	1,002
Insurance	3,796	8,790	1,410	7,637
Membership dues	4,751	5,502	832	3,217
Bad debt expense	151,322	92,907	-	31,643
Other expenses	<u>13</u>	<u>55</u>	<u>1</u>	<u>131</u>
Total expenses	<u>689,605</u>	<u>1,228,906</u>	<u>303,948</u>	<u>1,236,271</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b><u>\$ (149,081)</u></b>	<b><u>\$ 401,093</u></b>	<b><u>\$ 385,842</u></b>	<b><u>\$ 1,617,904</u></b>

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Emergency Services <u>Non-BBH</u></b>	<b>Other <u>Non-BBH</u></b>	<b>Integrated Health Grant</b>	<b>Bureau of Drug &amp; Alcohol Services</b>
<b>REVENUES</b>				
Program service fees:				
Client fees	\$ 48,947	\$ 841	\$ -	\$ 5,922
Residential fees	-	-	-	-
Blue Cross	12,207	-	-	6,017
Medicaid	107,228	332,989	-	22,840
Medicare	16,923	-	-	8,623
Other insurance	24,007	557	-	20,576
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	644	37,851	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	-
	<u>307,616</u>	<u>545,031</u>	<u>37,851</u>	<u>63,978</u>
<b>Total revenues</b>				
<b>EXPENSES</b>				
Salaries and wages	\$ 450,754	\$ 253,724	\$ 14,087	\$ 45,157
Employee benefits	51,527	82,595	1,048	10,962
Payroll taxes	30,339	17,042	1,053	3,241
Client wages	-	-	-	-
Professional fees	10,710	9,508	100	1,256
Staff development and training	190	4,733	-	312
Occupancy costs	32,422	18,749	15,418	4,653
Consumable supplies	4,710	3,523	3,112	660
Equipment expenses	7,271	2,535	-	632
Communications	14,028	4,813	-	844
Travel and transportation	425	10,148	226	2,086
Assistance to individuals	-	5	-	-
Insurance	4,342	2,474	-	609
Membership dues	1,554	828	-	270
Bad debt expense	32,405	1,601	-	6,178
Other expenses	16	16	-	7
	<u>640,693</u>	<u>412,294</u>	<u>35,044</u>	<u>76,867</u>
<b>Total expenses</b>				
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ (333,077)</u>	<u>\$ 132,737</u>	<u>\$ 2,807</u>	<u>\$ (12,889)</u>

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
<b>REVENUES</b>				
Program service fees:				
Client fees	\$ -	\$ 3,813	\$ 13,796	\$ 192,777
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	-	119,717	328,445	1,509,957
Medicare	-	-	246	716
Other insurance	-	-	-	-
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	5,917	-	-
Other program fees	50	-	-	-
Production/service income	-	51,878	-	-
Public support:				
Local/county government	153,193	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>15,330</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total revenues</b>	<u>168,573</u>	<u>181,325</u>	<u>342,487</u>	<u>1,703,450</u>
<b>EXPENSES</b>				
Salaries and wages	\$ 95,292	\$ 110,047	\$ 54,211	\$ 739,106
Employee benefits	26,797	26,938	12,488	151,555
Payroll taxes	6,383	12,029	4,010	53,025
Client wages	-	57,770	-	-
Professional fees	19,599	3,514	1,036	19,639
Staff development and training	-	752	148	617
Occupancy costs	-	12,765	7,313	47,583
Consumable supplies	760	5,060	22,237	15,231
Equipment expenses	-	7,965	2,351	8,580
Communications	1,368	2,484	249	13,964
Travel and transportation	5,024	13,850	-	48,996
Assistance to individuals	180	11	73	-
Insurance	-	1,462	640	6,915
Membership dues	575	480	203	2,375
Bad debt expense	-	2,839	13,044	159,921
Other expenses	<u>-</u>	<u>12</u>	<u>12</u>	<u>613</u>
<b>Total expenses</b>	<u>155,978</u>	<u>257,978</u>	<u>118,015</u>	<u>1,268,120</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 12,595</u>	<u>\$ (76,653)</u>	<u>\$ 224,472</u>	<u>\$ 435,330</u>

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Disaster Behavioral</u>	<u>Victims of Crime Act</u>
<b>REVENUES</b>				
Program service fees:				
Client fees	\$ 72,762	\$ 17,025	\$ -	\$ 7,043
Residential fees	-	51,948	-	-
Blue Cross	-	-	-	5,888
Medicaid	1,834,632	1,162,870	-	71,270
Medicare	-	-	-	16,348
Other insurance	-	-	-	5,947
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	315,959
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	129,530	-	-
Other	-	-	51,538	-
Private foundation grants	-	-	-	-
Other revenues	-	371	-	-
	<u>1,907,394</u>	<u>1,361,744</u>	<u>51,538</u>	<u>422,455</u>
<b>EXPENSES</b>				
Salaries and wages	\$ 753,812	\$ 841,527	\$ 28,282	\$ 385,441
Employee benefits	173,765	207,730	8,048	82,420
Payroll taxes	53,631	58,814	1,850	25,304
Client wages	-	-	-	1,070
Professional fees	14,768	5,347	602	7,322
Staff development and training	143	145	294	1,088
Occupancy costs	43,931	43,736	2,474	26,902
Consumable supplies	17,133	25,282	692	3,595
Equipment expenses	9,025	14,109	346	3,987
Communications	7,438	10,046	561	5,434
Travel and transportation	61,156	11,401	1,034	14,180
Assistance to individuals	7,237	880	-	20
Insurance	7,653	2,221	322	3,660
Membership dues	2,482	703	101	1,202
Bad debt expense	62,221	13,488	-	2,244
Other expenses	905	85	4	24
	<u>1,215,300</u>	<u>1,235,514</u>	<u>44,610</u>	<u>563,893</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>				
	<u>\$ 692,094</u>	<u>\$ 126,230</u>	<u>\$ 6,928</u>	<u>\$ (141,438)</u>



NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES**  
**MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2018**  
**WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>IDN</u> <u>Grant</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2017</u> <u>Total</u>
<b>REVENUES</b>					
Program service fees:					
Client fees	\$ 132,629	\$ -	\$ -	\$ 676,504	\$ 562,339
Residential fees	18,552	-	-	70,500	69,366
Blue Cross	327	-	-	217,556	152,381
Medicaid	1,693,592	-	-	11,596,955	11,465,895
Medicare	43,166	-	-	575,847	504,333
Other insurance	1,780	-	-	287,550	265,846
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	5,917	1,113
Other program fees	-	-	-	58	5,000
Production/service income	-	-	170,682	222,560	224,456
Public support:					
Local/county government	-	-	-	287,832	122,889
Donations/contributions	-	-	-	4,403	4,971
Other public support	-	-	-	333,880	255,237
Bureau of Developmental Services and Bureau of Behavioral Health	277,004	-	-	379,308	377,086
Other federal and state funding:					
HUD	-	-	-	129,530	129,535
Other	-	80,444	-	170,477	80,855
Private foundation grants	-	-	-	219,507	238,299
Other revenues	-	-	2	47,724	98,456
	<u>2,167,050</u>	<u>80,444</u>	<u>170,684</u>	<u>15,226,108</u>	<u>14,558,057</u>
<b>EXPENSES</b>					
Salaries and wages	\$ 619,963	\$ 38,940	\$ 43,386	\$ 6,663,485	\$ 6,716,223
Employee benefits	125,989	11,495	10,168	1,354,024	1,472,110
Payroll taxes	40,637	2,568	7,460	466,978	467,804
Client wages	2,500	-	59,155	120,777	118,840
Professional fees	62,153	-	1,918	229,536	205,379
Staff development and training	1,674	-	14	27,418	26,435
Occupancy costs	85,998	-	23,399	542,490	517,221
Consumable supplies	9,940	-	49,261	205,410	204,198
Equipment expenses	7,363	14,390	10,182	115,737	90,935
Communications	8,075	9,560	7,082	142,581	157,081
Travel and transportation	32,320	-	13,021	254,925	269,733
Assistance to individuals	-	-	-	9,573	10,448
Insurance	5,911	-	364	58,206	56,281
Membership dues	1,910	-	803	27,788	36,628
Bad debt expense	123,507	-	-	693,320	491,808
Other expenses	34	-	4	1,932	3,111
	<u>1,127,974</u>	<u>76,953</u>	<u>226,217</u>	<u>10,914,180</u>	<u>10,844,235</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 1,039,076</u>	<u>\$ 3,491</u>	<u>\$ (55,533)</u>	<u>\$ 4,311,928</u>	<u>\$ 3,713,822</u>

**NORTHERN HUMAN SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports &amp; Services</u>	<u>Independent Living Services</u>
<b>REVENUES</b>					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 40,493	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	34,592	-
Medicaid	978,835	-	4,049,257	1,039,309	382,822
Medicare	-	-	-	-	-
Other insurance	-	-	-	67,330	-
Local educational authorities	-	157,808	-	-	-
Vocational rehabilitation	-	-	5,094	-	-
Other program fees	-	-	3,098	-	-
Production/service income	-	-	191,598	-	-
Public support:					
Local/county government	-	-	18,900	-	-
Donations/contributions	-	-	17,573	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	107,070	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	-	-	41,148	45	-
<b>Total revenues</b>	<b>978,835</b>	<b>157,808</b>	<b>4,326,668</b>	<b>1,288,839</b>	<b>382,822</b>
<b>EXPENSES</b>					
Salaries and wages	\$ 672,291	\$ 82,516	\$ 3,191,859	\$ 474,492	\$ 167,459
Employee benefits	175,224	10,370	857,851	82,996	49,990
Payroll taxes	46,552	6,315	235,991	34,137	11,865
Client wages	-	1,829	143,489	-	-
Professional fees	26,995	580	68,153	207,655	17,413
Staff development and training	1,163	17	3,943	5,644	73
Occupancy costs	45,741	3,086	234,037	13,784	9,631
Consumable supplies	8,746	887	63,041	10,925	2,046
Equipment expenses	6,542	560	95,101	3,998	1,651
Communications	3,747	190	44,987	14,235	1,245
Travel and transportation	21,268	6,921	536,527	92,236	8,557
Assistance to individuals	118	1	39,568	-	782
Insurance	6,287	611	28,722	4,118	1,853
Membership dues	600	52	13,505	348	163
Bad debt expense	-	-	1,421	82,162	116
Other expenses	20	1	647	100	5
<b>Total expenses</b>	<b>1,015,294</b>	<b>113,936</b>	<b>5,558,842</b>	<b>1,026,830</b>	<b>272,849</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b>\$ (36,459)</b>	<b>\$ 43,872</b>	<b>\$ (1,232,174)</b>	<b>\$ 262,009</b>	<b>\$ 109,973</b>

**NORTHERN HUMAN SERVICES, INC.****SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
<b>REVENUES</b>					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	198,437	-	37,329	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,173,301	2,213,247	314,422	2,538,651	1,659,665
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	22,228	-	1,372	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	410	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	<u>14,656</u>	<u>-</u>	<u>830</u>	<u>-</u>	<u>-</u>
<b>Total revenues</b>	<u>7,409,032</u>	<u>2,213,247</u>	<u>353,953</u>	<u>2,538,651</u>	<u>1,659,665</u>
<b>EXPENSES</b>					
Salaries and wages	\$ 1,956,317	\$ -	\$ 204,731	\$ 767,817	\$ 50,031
Employee benefits	375,573	-	56,710	107,306	12,011
Payroll taxes	142,461	-	14,577	54,020	3,404
Client wages	17,599	-	1,095	-	-
Professional fees	3,285,922	2,091,316	57,015	1,158,733	1,410,231
Staff development and training	1,997	-	499	524	31
Occupancy costs	145,631	-	43,425	3,330	1,259
Consumable supplies	113,583	-	8,259	1,536	6,226
Equipment expenses	30,385	-	1,507	5,734	488
Communications	37,594	-	3,229	12,911	458
Travel and transportation	66,993	-	6,562	54,471	-
Assistance to individuals	1,534	-	777	29,911	-
Insurance	18,219	-	1,843	7,160	477
Membership dues	1,965	-	157	5,095	41
Bad debt expense	314	-	-	-	-
Other expenses	<u>243</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5</u>
<b>Total expenses</b>	<u>6,196,330</u>	<u>2,091,316</u>	<u>400,386</u>	<u>2,208,548</u>	<u>1,484,662</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<u>\$ 1,212,702</u>	<u>\$ 121,931</u>	<u>\$ (46,433)</u>	<u>\$ 330,103</u>	<u>\$ 175,003</u>

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES  
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2017 Total
<b>REVENUES</b>				
Program service fees:				
Client fees	\$ -	\$ -	\$ 40,493	\$ 15,223
Residential fees	-	16,077	251,843	136,647
Blue Cross	-	-	34,592	31,779
Medicaid	350,708	3,270,810	23,971,027	22,782,592
Medicare	-	-	-	-
Other insurance	-	-	67,330	49,213
Local educational authorities.	-	-	157,808	167,681
Vocational rehabilitation	-	-	5,094	5,428
Other program fees	-	-	3,098	39,765
Production/service income	-	-	215,198	217,820
Public support:				
Local/county government	-	-	18,900	15,300
Donations/contributions	-	-	17,983	27,338
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	133,701	240,771	296,940
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	28,420	85,099	77,966
<b>Total revenues</b>	<b>350,708</b>	<b>3,449,008</b>	<b>25,109,236</b>	<b>23,863,692</b>
<b>EXPENSES</b>				
Salaries and wages	\$ 30,619	\$ 453,100	\$ 8,051,232	\$ 8,068,320
Employee benefits	5,421	80,194	1,813,646	1,816,623
Payroll taxes	2,167	33,177	584,666	602,440
Client wages	-	-	164,012	202,556
Professional fees	164,964	2,713,997	11,202,974	10,346,262
Staff development and training	18	1,772	15,681	15,206
Occupancy costs	884	33,414	534,222	552,738
Consumable supplies	247	11,599	227,095	240,285
Equipment expenses	329	3,570	149,865	117,111
Communications	304	3,887	122,787	125,917
Travel and transportation	1,337	21,663	816,535	832,925
Assistance to individuals	-	25,548	98,239	88,687
Insurance	328	4,362	73,980	69,636
Membership dues	31	370	22,327	28,416
Bad debt expense	-	-	84,013	62,729
Other expenses	3	211	1,235	953
<b>Total expenses</b>	<b>206,652</b>	<b>3,386,864</b>	<b>23,962,509</b>	<b>23,170,804</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	<b>\$ 144,056</b>	<b>\$ 62,144</b>	<b>\$ 1,146,727</b>	<b>\$ 692,888</b>

**NORTHERN HUMAN SERVICES BOARD OF DIRECTORS**

		<u>Office</u>	<u>Home</u>	Term M/Y
<b>Officers:</b>	Eric Johnson, CEO	447-3347		<u>Began / End</u>
	Madelene Costello, President			10.18 / 10.20
	Dorothy Borchers, Vice President			10.18 / 10.20
	James Salmon, Treasurer			10.17 / 10.19
	Becky McEnany, Secretary			10.18 / 10.20

<b>Staff:</b>	Dale Heon, CFO	447-3347
	Susan Wiggin, Executive Assistant	447-3347
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358
	Liz Charles, DD Reg Administrator	447-3347

<u>Term</u>	<u>Expire</u>			
	<u>The Mental Health Center</u>	Kassie Eafrazi	752-7404	
	3 Twelfth St., Berlin, NH 03570	Director of BH		

'19	Margaret McClellan,		6/01
'20	*Stephen Michaud,		11/02
'20	*Dorothy Borchers,		05/17

<u>The Mental Health Center</u>	Eve Klotz	447-2111
25 W. Main St., Conway, NH 03818	Director of BH	
70 Bay St., Wolfeboro 03894		569-1884
<u>New Horizons</u>	Shanon Mason	356-6310
626 Eastman Road, Center Conway, NH 03818	DS Director	

'21	*Maddie Costello,		9/06
'20	*Carrie Duran,		1/17
'21	James Salmon,		11/03

<u>The Mental Health Center</u>	Steve Arnold	237-4955
55 Colby St., Colebrook 03576	Director of BH	
69 Brooklyn St., Groveton 03582		636-2555
<u>Vershire Center</u>		237-5721
24 Depot Street, Colebrook, NH 03576		

'19	Judy Houghton,		7/13
'20	Georgia Caron,		[5/08]

<u>White Mountain Mental Health</u>	Jane MacKay	444-5358
29 Maple St., Box 599, Littleton 03561	Director of BH	
<u>Common Ground</u>	Mark Vincent	837-9547
24 Lancaster Road, Whitefield, NH 03584	DS Director	

'19	Bob Fink,		1/07, 3/13
'20	Becky McEnany,		1/17

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, B. McEnany, E. Johnson  
Finance Committee: J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon  
Program Committee: M. McClellan, J. Houghton, M. Costello, G. Caron, B. McEnany, C. Duran, S. Gaetjens-Olsen, L. Charles  
Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, D. Heon, S. Wiggin

\*Member representing consumer with developmental disability / NOTE: Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

Revised: 9.12, 10.12, 2/13, 3/13, 5/13, 7/13, 10/13, 1/14, 9/14, 11/14, 10/15, 8/16, 9/16, 10/16, 1/17, 5/17, 9/17, 10/17, 1/18, 10/18, 11/18

# ERIC M. JOHNSON

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## SENIOR MANAGEMENT EXECUTIVE

### Cross-Functional Experience & Cross System Expertise

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2013 – Present CEO

Responsible for the management of a \$37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

- \*Contract Development & Monitoring
- \*Budget Development
- \*Consumer Rights Protection
- \*Policy Development
- \*Inter-Agency Collaboration

- \*Corporate Compliance
- \*Quality Assurance
- \*Program Development
- \*Grant Writing
- \*Personnel Management

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## PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

- **CHIEF OF OPERATIONS** (1997 - Present)
- **ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES** (1996 – 1997)
- **AREA DIRECTOR** (1994 – 1996)
- **REGIONAL COORDINATOR** (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

**CURRENTLY:** Direct all operations of the agency and maintain compliance with three major State contracts totaling more than \$34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

**Examples of Leadership:**

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an \$8 million dollar operations budget. Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
- Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
- Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
- Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
- Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DSHS Commissioners, all Bureau Chiefs and the Governor of NH.

Northern NH Council on Alcoholism - Dummer, NH 1983 -1985

**• DRUG AND ALCOHOL COUNSELOR**

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH 1982 - 1983

**• VISTA VOLUNTEER**

**EDUCATION**

Masters of Human Service Administration (MSHSA)  
Springfield College – Springfield, MA

Bachelor of Arts (BA)  
University of NH – Durham, NH

## DALE HEON

### **EMPLOYMENT HISTORY:**

Apr. 2007 - Present

**NORTHERN HUMAN SERVICES INC.**, Conway, NH

**Job Title: Chief Financial Officer**

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007

**Robert Half International**, Manchester, NH

**Job Title: Interim Chief Financial Officer (client)**

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006

**BRANDPARTNERS INC.** (formerly Willey Brothers, Inc.), Rochester, NH

**Job Title: Controller**

Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1999 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999



**CABLETRON SYSTEMS, INC.**, Rochester, NH

**Job Title: Senior Credit Analyst**

Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

**WILLEY BROTHERS, INC.**, Rochester, NH

**Job Title: Assistant Financial Manager**

As part of the Senior Management Team, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

### **EDUCATION:**

1996-1999:

**PLYMOUTH STATE UNIVERSITY**, Plymouth, NH - Master of Business Administration Program

**M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society**

1987 - 1991:

**UNIVERSITY OF NEW HAMPSHIRE**, Durham, NH - Whittemore School of Business and Economics

**B.S. in Business Administration**

### **SOFTWARE RESOURCES:**

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

***Suzanne Gaetjens-Oleson, MACP, LCMHC***



***Educational History:***

Bachelor of Arts, Psychology Major, Hampshire College, Amherst, MA, 1993

Master of Counseling Psychology, Antioch New England Graduate School, Keene, NH, 1996

***Employment History:***

***Regional Mental Health Administrator***, Northern Human Services, May 2013-present Direct the regional management, operations and provision of services to individuals with mental illness and substance abuse in accordance with Agency Policy, federal and state laws and regulations. Responsible for overseeing compliance efforts in the Agency, supervising the Medical Records Auditor, and the members of the Quality Improvement and Compliance Team. Responsible for overseeing the Electronic Medical Record team and leading the agencies efforts to comply with Meaningful Use Requirements.

***Director, Quality Improvement/Compliance***, Northern Human Services, February 2012-May 2013, Responsibility for Corporate Compliance and Quality Improvement functions such as assisting management with the ongoing review and amendment of administrative and treatment policies; investigating and acting on matters related to compliance, including management of internal reports of concern, leading and coordinating the preparation for reviews of the Agency by external entities, maintaining quality improvement processes that measure outcomes of services delivered, using data from information technology systems to analyze, create and disseminate reports that summarize service utilization and trends; coordinating regional planning processes and developing plan documents for funding sources as required. Coordinate, synthesize and provide summary reports of quality indicators to MC on a regular basis. Provide necessary compliance trainings to staff.

***Director of Children's Services***, June 2000-February 2012 Northern Human Services, White Mountain Mental Health, June 2000 to present. Responsible for the supervision and management of the "children's team", represent Northern Human Services at Children's Director's state team meeting, writing small grants, developing and sustaining positive collaborative relationships with other child serving systems, maintain children's charts to Medicaid and federal standards, maintain clinical caseload.

***Clinician***, White Mountain Mental Health and Developmental Services, May 1996-June 2000. Assessment and ongoing counseling with children and families. Daytime emergency service coverage.

***Emergency Service Clinician***, White Mountain Mental Health and Development Services, April 1995-May 1996. Day and night coverage of emergency services to psychiatric patients including psychosocial assessments and emergency evaluations and interventions.

***Charge Counselor***, Northern New Hampshire Youth Services, and Bethlehem NH. May 1993-November 1994. Conducted psychosocial assessments, emergency evaluations, provided direct counseling services and staff supervision at this group home for emotionally disturbed adolescent females. (This home has changed ownership since I was employed there and is now part of the NFI system.)

***Continuing Education Experiences:***

-Two intensive weeklong seminars with Daniel Hughes, which focused on work with children who have suffered trauma, loss, and disrupted attachment.

-Seminars required for License (total 65 continuing education credits during every two-year license period, including six ethics credits)

-Trauma Focused Cognitive Behavioral Therapy--trained with Dartmouth, received weekly supervision with Craig Donnelly, MD and Sarah Sterns, PhD.

Helping the Non-compliant Child-trained with Dartmouth, received weekly supervision with Sarah Sterns, PhD.

***Goal: To continue working in a capacity that supports people affected by mental illness and promotes their ability to be positive contributors and participants in their communities.***

***References Available Upon Request***

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Eric Johnson	CEO	\$159,820	50%	\$79,910
Dale Heon	CFO	\$105,092	50%	\$52,546
Suzanne Gaetjens-Olsen	MH Regional Administrator	\$74,880	100%	\$74,880

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-02)

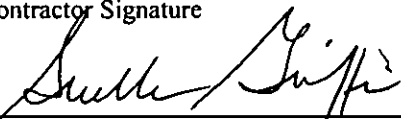

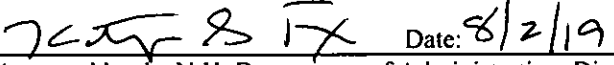

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Natahn D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Suellen Griffin, President/CEO	
1.13 Acknowledgement: State of New Hampshire, County of Grafton  On July 24, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace ROBERT T. GONYO, Notary Public State of New Hampshire My Commission Expires August 2, 2022			
1.14 State Agency Signature  Date: 8/2/19		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 8/9/2019			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JS  
Date 7/24/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials SS  
Date 7/24/19





## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.

*JS*

7/24/19



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.



## Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.

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## Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

*JS*



## Exhibit A

- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.



## Exhibit A

- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

*JS*

7/24/19



## Exhibit A

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- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

*JS*

7/24/19



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

West Central Services, Inc.  
d/b/a West Central Behavioral Health

Exhibit B

Contractor Initials

*JS*

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Page 1 of 2

Date 7/24/19





**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services  
Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*JS*

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -	\$ 875.00	\$ -	\$ 875.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 583.00	\$ -	\$ 583.00	\$ -	\$ -	\$ -	\$ 583.00	\$ -	\$ 583.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
<b>TOTAL</b>	\$ 60,769	\$ 7,292	\$ 68,061	\$ -	\$ -	\$ -	\$ 60,769	\$ 7,292	\$ 68,061

Indirect As A Percent of Direct

12.0%

Contractor Initials *ly*  
 Date 7/24/19

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS/contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
<b>TOTAL</b>	<b>\$ 81,017</b>	<b>\$ 9,722</b>	<b>\$ 90,739</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,017</b>	<b>\$ 9,722</b>	<b>\$ 90,739</b>

Indirect As A Percent of Direct

12.0%

Contractor Initials *SY*  
 Date *7/24/19*



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.





**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*ly*



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

7/24/19  
Date

*Suellen Griffin*  
Name: Suellen Griffin  
Title: President/CEO



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

7/24/19  
Date

Suellen Griffin  
Name: Suellen Griffin  
Title: President/CEO

Vendor Initials SG  
Date 7/24/19



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/24/19  
Date

Suellen Griffin  
Name: Suellen Griffin  
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

*sg*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/24/19  
Date

Suellen Griffin  
Name: Suellen Griffin  
Title: President/CEO

Exhibit G

Vendor Initials SG

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/24/19





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

7/24/19  
Date

Suellen Griffin  
Name: Suellen Griffin  
Title: president/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

JS



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*JS*

7/24/19



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

West Central Behavioral Health  
Name of the Vendor

Suellen Griffin  
Signature of Authorized Representative

Suellen Griffin  
Name of Authorized Representative

President / CEO  
Title of Authorized Representative

7/24/19  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

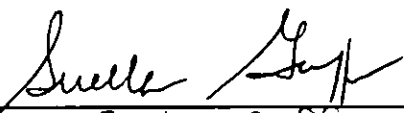
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/24/19  
Date

  
Name: Suellen Griffin  
Title: President/CEO





**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 15-028-3423
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans; grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

*JS*  
7/24/19



Exhibit K

DHHS Information Security Requirements

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.





Exhibit K

DHHS Information Security Requirements

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

*sy*

7/24/19



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

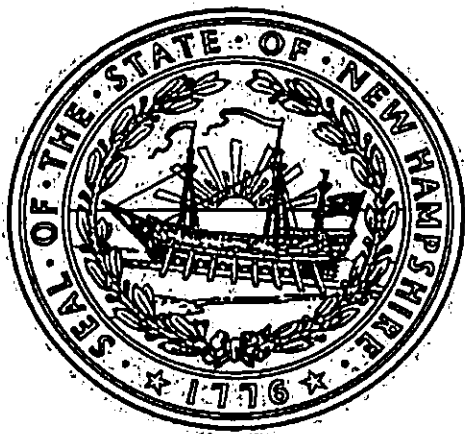
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 367817

Certificate Number: 0004512461



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

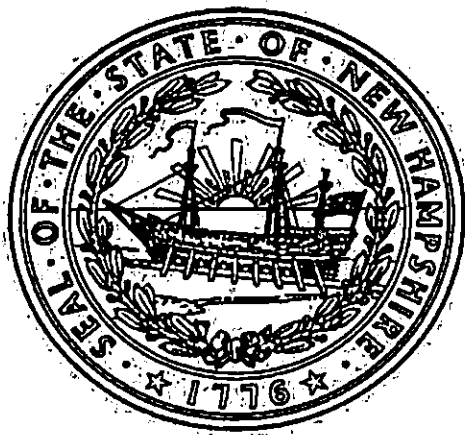
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174

Certificate Number: 0004512460



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**

I, Peter Bleyler, Chairman of the Board of Directors, do hereby certify that:

1. I am duly elected the Chairman of the Board of Directors of West Central Services, DBA West Central Behavioral Health.
2. The following are true copies of two resolutions duly adopted by a vote of the Board of Directors of the Corporation held on July 22, 2019:

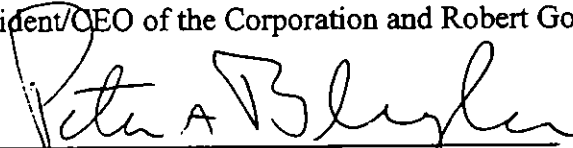
**RESOLVED:**

That this Corporation enter into Provider Services Agreement with The Housing Bridge Subsidy Program (HBSP).

**RESOLVED:**

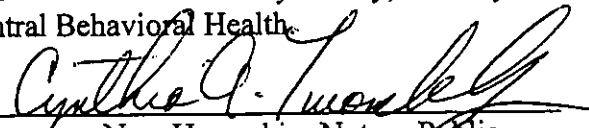
That the President/CEO, Suellen Griffin and the CFO, Robert Gonyo hereby are authorized on behalf of this Corporation to enter into the said contract with the Housing Bridge Subsidy Program (HBSP), and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she/he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remains in full force and effect as of July 22, 2019.
4. Suellen Griffin is the duly elected President/CEO of the Corporation and Robert Gonyo is the CFO of the Corporation.

  
\_\_\_\_\_  
Chairman of the Board of Directors of  
West Central Behavioral Health

State of New Hampshire  
County of Grafton

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2019 by Peter Bleyler, Chairman of the Board of Directors, West Central Behavioral Health.

  
\_\_\_\_\_  
New Hampshire Notary Public

My Commission Expires \_\_\_\_\_  
CYNTHIA A. TWOMBLY  
~~Notary Public - New Hampshire~~  
My Commission Expires July 11, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 1-617-531-6000 Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> <b>FAX (A/C No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A: CAPITOL SPECIALTY INS CORP</b></td> <td style="text-align: center;">10328</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A: CAPITOL SPECIALTY INS CORP</b>	10328	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> West Central Services d/b/a West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766															

**COVERAGES**                      **CERTIFICATE NUMBER: 56187843**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b>			HS02726188-03	11/01/18	11/01/19	EACH OCCURRENCE    \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ 100,000 MED EXP (Any one person)    \$ 5,000 PERSONAL & ADV INJURY    \$ 1,000,000 GENERAL AGGREGATE    \$ 3,000,000 PRODUCTS - COMP/OP AGG    \$ 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC    \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HS02731293-03	11/01/18	11/01/19	COMBINED SINGLE LIMIT (Ea accident)    \$ 1,000,000 BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			HS20162182-03	11/01/18	11/01/19	EACH OCCURRENCE    \$ 5,000,000 AGGREGATE    \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$
A	<b>Healthcare Prof Liability</b> Claims Made			HS02726188-03	11/01/18	11/01/19	Each Medical Incid    1,000,000 Aggregate    3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Coverage Mental Health Services Contract

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services  129 Pleasant Street  Concord, NH 03301  USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Tina Housman <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> thousman@hayscompanies.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> West Central Behavioral Health 9 Hanover Street, Suite 2  Lebanon NH 03766	<b>INSURER A:</b> Technology Insurance Company, Inc. NAIC # 42376	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1951579496 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC3798442	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire, Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/TROTHER

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# **WEST CENTRAL BEHAVIORAL HEALTH**

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

May 15, 2018

## **Mission**

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.



West Central Services, Inc.  
d/b/a West Central Behavioral Health

**FINANCIAL STATEMENTS**

June 30, 2018

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
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June 30, 2018

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
West Central Services, Inc.  
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018 and 2017, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
West Central Services, Inc.  
d/b/a West Central Behavioral Health  
Page 2

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 14-17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittell, Brunagan + Sargent*

St. Albans, Vermont  
September 19, 2018

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENTS OF FINANCIAL POSITION  
June 30,

ASSETS

	<u>2018</u>	<u>2017</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 438,761	\$ 646,161
Investments	463,548	418,213
Restricted cash	125,744	124,189
Accounts receivable - trade, net	351,371	476,120
Accounts receivable - other	203,720	158,492
Due from affiliates	1,413	656
Prepaid expenses	<u>109,844</u>	<u>92,422</u>
<b>TOTAL CURRENT ASSETS</b>	<u>1,694,401</u>	<u>1,916,253</u>
 <b>PROPERTY AND EQUIPMENT, net</b>	 <u>623,133</u>	 <u>688,045</u>
 <b>OTHER ASSETS</b>		
Investment	101,340	100,893
Deposits	<u>27,417</u>	<u>26,417</u>
<b>TOTAL OTHER ASSETS</b>	<u>128,757</u>	<u>127,310</u>
 <b>TOTAL ASSETS</b>	 <u>\$ 2,446,291</u>	 <u>\$ 2,731,608</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Line of credit	\$ 429,493	\$ 219,445
Accounts payable	56,187	67,974
Accrued payroll and related expenses	25,801	178,394
Deferred revenue	103,838	81,461
Deposits and other current liabilities	8,921	12,762
Current portion of long-term debt payable	<u>98,739</u>	<u>106,862</u>
<b>TOTAL CURRENT LIABILITIES</b>	722,979	666,898
 <b>LONG-TERM DEBT, less current portion above</b>	 <u>577,313</u>	 <u>676,039</u>
 <b>TOTAL LIABILITIES</b>	 <u>1,300,292</u>	 <u>1,342,937</u>
 <b>NET ASSETS</b>		
Temporarily restricted	-	4,000
Unrestricted	<u>1,145,999</u>	<u>1,384,671</u>
<b>TOTAL NET ASSETS</b>	<u>1,145,999</u>	<u>1,388,671</u>
 <b>TOTAL LIABILITIES AND NET ASSETS</b>	 <u>\$ 2,446,291</u>	 <u>\$ 2,731,608</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
For the Years Ended June 30,

	2018			2017
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	
<b>PUBLIC SUPPORT AND REVENUES</b>				
Public support:				
State of New Hampshire Bureau of Behavioral Health	\$ 317,878	\$ -	\$ 317,878	\$ 329,365
Contracted services and other public support	1,068,039	-	1,068,039	981,023
In-Kind support	17,224	-	17,224	22,005
Total public support	<u>1,403,141</u>	<u>-</u>	<u>1,403,141</u>	<u>1,332,393</u>
Revenues:				
Program service fees	7,771,399	-	7,771,399	8,360,696
Rental income	154,069	-	154,069	152,854
Other revenue	40,846	-	40,846	87,950
Net assets released from restriction	4,000	(4,000)	-	-
Total revenues	<u>7,970,314</u>	<u>(4,000)</u>	<u>7,966,314</u>	<u>8,601,500</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>9,373,455</u>	<u>(4,000)</u>	<u>9,369,455</u>	<u>9,933,893</u>
<b>EXPENSES</b>				
State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,279,315	-	3,279,315	3,363,445
Adult Vocational	181,466	-	181,466	152,849
Children	2,973,854	-	2,973,854	3,463,499
ACT Team	598,962	-	598,962	557,791
Emergency services	565,341	-	565,341	549,537
Housing services	1,188,954	-	1,188,954	1,169,633
Non-eligibles	504,366	-	504,366	378,134
Other Non-BBH funded program services	357,278	-	357,278	326,281
<b>TOTAL EXPENSES</b>	<u>9,649,536</u>	<u>-</u>	<u>9,649,536</u>	<u>9,961,169</u>
<b>CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES</b>	(276,081)	(4,000)	(280,081)	(27,276)
<b>OTHER INCOME</b>				
Investment Income	37,409	-	37,409	41,597
<b>INCREASE (DECREASE) IN NET ASSETS</b>	(238,672)	(4,000)	(242,672)	14,321
<b>NET ASSETS, beginning of year</b>	<u>1,384,671</u>	<u>4,000</u>	<u>1,388,671</u>	<u>1,374,350</u>
<b>NET ASSETS, end of year</b>	<u>\$ 1,145,999</u>	<u>\$ -</u>	<u>\$ 1,145,999</u>	<u>\$ 1,388,671</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENTS OF CASH FLOWS  
For the Years Ended June 30,

	<u>2018</u>	<u>2017</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (242,672)	\$ 14,321
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	89,166	66,437
Unrealized gain on investment in partnership	(447)	(14,373)
(Increase) decrease in the following assets:		
Accounts receivable - trade	124,749	178,052
Accounts receivable - other	(45,228)	(58,307)
Due from affiliates	(757)	(551)
Prepaid expenses	(17,422)	59,255
Restricted Cash	(1,555)	(16,014)
Security Deposits	(1,000)	(575)
Increase (decrease) in the following liabilities:		
Accounts payable	(11,787)	4,384
Accrued payroll and related expenses	(152,593)	148,534
Deferred revenue	22,377	(7,662)
Deposits and other current liabilities	(3,841)	(4,040)
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<u>(241,010)</u>	<u>369,461</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(24,253)	(99,364)
Investment activity, net	(45,335)	(39,583)
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<u>(69,588)</u>	<u>(138,947)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds on line of credit	6,194,779	6,002,679
Repayment on line of credit	(5,984,732)	(6,177,526)
Proceeds from issuance of debt	-	100,000
Repayment of notes payable	(106,849)	(78,837)
Payments on capital lease obligations	-	(781)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<u>103,198</u>	<u>(154,465)</u>
 <b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	 (207,400)	 76,049
 <b>CASH AND CASH EQUIVALENTS, Beginning of year</b>	 <u>646,161</u>	 <u>570,112</u>
 <b>CASH AND CASH EQUIVALENTS, End of year</b>	 <u>\$ 438,761</u>	 <u>\$ 646,161</u>
 <b>SUPPLEMENTAL DISCLOSURE</b>		
Cash paid during the year for interest	<u>\$ 21,692</u>	<u>\$ 21,326</u>

See Notes to Accompanying Financial Statements

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

Policy for Evaluating Collectability of Accounts Receivable (continued)

During 2018, the Center decreased its estimated percentage in the allowance for doubtful accounts from 36% to 33% of the total patient receivables. The allowance for doubtful accounts decreased to \$177,142 as of June 30, 2018 from \$265,219 as of June 30, 2017.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$7,771,399, of which \$7,537,062 was revenue from third-party payers and \$234,337 was revenue from self-pay clients.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2018 and 2017 was \$17,728 and \$11,556, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service rates.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Approximately 86% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid receivable	\$ 281,498	\$ 339,922
Due from clients	53,467	184,098
Receivable from insurance companies	107,021	128,460
Medicare receivable	<u>86,527</u>	<u>88,859</u>
	528,513	741,339
Allowance for doubtful accounts and estimated contractual allowances	<u>(177,142)</u>	<u>(265,219)</u>
 TOTAL ACCOUNTS RECEIVABLE - TRADE	 <u>\$ 351,371</u>	 <u>\$ 476,120</u>

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 78,911	\$ 95,967
Rents	5,416	650
Bureau of Behavioral Health	52,151	58,320
Other	<u>67,242</u>	<u>3,555</u>
 TOTAL ACCOUNTS RECEIVABLE - OTHER	 <u>\$ 203,720</u>	 <u>\$ 158,492</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 4 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2018</u>	<u>2017</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	791,807	778,727
Furniture, fixtures and equipment	591,173	586,458
Vehicles	21,375	21,375
Project in Progress	<u>6,459</u>	<u>-</u>
	1,431,509	1,407,255
Accumulated depreciation	<u>(808,376)</u>	<u>(719,210)</u>
Net book value	<u>\$ 623,133</u>	<u>\$ 688,045</u>

Depreciation expense for the years ended June 30, 2018 and 2017 was \$89,166 and \$66,437, respectively.

NOTE 5 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2018</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 343,269</u>	<u>\$ 120,279</u>	<u>\$ 463,548</u>
<u>2017</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 324,336</u>	<u>\$ 93,877</u>	<u>\$ 418,213</u>

Investment income consisted of the following at June 30,:

	<u>2018</u>	<u>2017</u>
Interest and dividends	\$ 11,007	\$ 9,906
Unrealized gains	<u>26,402</u>	<u>31,691</u>
	<u>\$ 37,409</u>	<u>\$ 41,597</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 5 INVESTMENTS (continued)

Other Investments consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Investments in Behavioral Information Systems, LLC	<u>\$ 101,340</u>	<u>\$ 100,893</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2018 and 2017 was \$447 and \$14,373, respectively.

NOTE 6 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 7 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Paddle Power Advanced Payments	\$ -	\$ 16,215
Operational Funding	61,500	65,000
In-Shape Grant	5,000	-
Substance Abuse Grant	11,838	-
IT Grant	12,000	-
MATCH Grant	13,500	-
Other contracts	-	246
	<u>\$ 103,838</u>	<u>\$ 81,461</u>

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2018</u>	<u>2017</u>
Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019	\$ 5,000	\$ 10,000
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$6,130 made monthly, due April 2019	60,201	129,834
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020	62,539	94,755
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	<u>548,312</u>	<u>548,312</u>
	676,052	782,901
Less: Current portion	<u>(98,739)</u>	<u>(106,862)</u>
	<u>\$ 577,313</u>	<u>\$ 676,039</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 8 LONG-TERM DEBT

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

June 30,		
2019	\$	98,739
2020		29,001
2021		-
2022		-
2023		-
Thereafter		548,312
Total	\$	676,052

Interest expense was \$21,692 and \$21,326 for the years ended June 30, 2018 and 2017, respectively.

NOTE 9 LINE OF CREDIT

As of June 30, 2018 and 2017, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2018 and 2017, the outstanding balance was \$429,493 and \$219,445 respectively. The effective interest rate at June 30, 2018 and 2017 was 4.25% and 4.50%, respectively. The line of credit expires in April, 2019.

NOTE 10 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2018 and 2017, the Center paid BIS \$22,701 and \$34,603, respectively, for services rendered. At June 30, 2018 and 2017, the Center owed BIS \$150 and \$3,487, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2018 and 2017, BIS owed the Center \$1,413 and \$656, respectively, for advances that had not been repaid.

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 10 RELATED PARTY TRANSACTIONS (continued)

Valley Behavioral Healthcare, LLC

The Center formed a New Hampshire limited liability company on September 30, 2004 of which the Center owns a 100% interest. Valley Behavioral Healthcare, LLC contracts with The Geisel School of Medicine at Dartmouth to provide behavioral health services over which the Center maintains no control. During 2018 and 2017, the LLC provided administrative services to the Geisel School of Medicine at Dartmouth for which it generated gross revenue of \$0 and \$1,794, respectively. The relationship terminated in September, 2016.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2018 and 2017 the Center paid \$168,162 and \$240,033, respectively.

NOTE 11 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2018 and 2017, there were no employer contributions to this retirement plan.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2018</u>	<u>2017</u>
Due from clients	10 %	25 %
Insurance companies	20	17
Medicaid	53	46
Medicare	<u>17</u>	<u>12</u>
	<u>100 %</u>	<u>100 %</u>



West Central Services, Inc.  
d/b/a West Central Behavioral Health  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 13 OPERATING LEASES

The Center leases real estate under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2018 for each of the next five years and in the aggregate are:

<u>June 30,</u>	
2019	\$ 708,071
2020	702,609
2021	600,872
2022	271,185
2023	42,171
Thereafter	<u>-</u>
	<u>\$2,324,908</u>

Total rent expense for the years ended June 30, 2018 and 2017, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$666,123 and \$663,767, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2018, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into the basic financial statements herein.

## SUPPLEMENTARY INFORMATION

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
**ANALYSIS OF ACCOUNTS RECEIVABLE**  
For the Year Ended June 30, 2018

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 184,098	\$ 1,748,710	\$ (1,514,373)	\$ 364,968	\$ 53,467
OTHER INSURANCE	128,460	1,016,745	(524,955)	513,229	107,021
MEDICAID	339,922	8,207,625	(1,542,656)	6,723,393	281,498
MEDICARE	<u>88,859</u>	<u>1,278,428</u>	<u>(898,125)</u>	<u>382,635</u>	<u>86,527</u>
TOTAL	<u>\$ 741,339</u>	<u>\$ 12,251,508</u>	<u>\$ (4,480,109)</u>	<u>\$ 7,984,225</u>	<u>\$ 528,513</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
**ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES**  
For the Year Ended June 30, 2018

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2018	<u>\$ 58,315</u>	<u>\$ 317,878</u>	<u>\$ (324,047)</u>	<u>\$ 52,146</u>

Analysis of Receipts

<u>Date of Receipt Deposit Date</u>	<u>Amount</u>
07/03/17	\$ 1,169
07/21/17	5,000
08/18/17	18,750
08/18/17	7,323
08/25/17	18,750
08/25/17	7,325
10/13/17	18,750
10/13/17	7,323
10/24/17	7,323
12/07/17	7,323
12/07/17	37,500
12/18/17	7,323
12/18/17	18,750
01/19/18	7,323
01/19/18	18,750
02/14/18	7,323
02/14/18	18,750
03/21/18	18,750
03/21/18	7,323
04/23/18	18,750
04/23/18	7,323
05/17/18	18,750
05/17/18	7,323
06/06/18	18,750
06/06/18	7,323
06/26/18	<u>5,000</u>
	<u>\$ 324,047</u>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENT OF FUNCTIONAL REVENUES  
For the Year Ended June 30, 2018  
Comparative Totals for 2017

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	Non-Eligibles	Non-BBH	2017
<b>Program Services Fees:</b>												
Net client fees	\$ 234,337	\$ -	\$ 234,337	\$ 86,950	\$ 1,455	\$ 65,179	\$ 6,304	\$ 14,990	\$ 15,389	\$ 42,821	\$ 1,249	\$ 301,341
Medicaid	6,664,969	-	6,664,969	2,014,561	88,499	3,033,918	322,845	149,315	1,006,288	44,602	4,941	7,065,175
Medicare	380,303	-	380,303	286,837	201	8,032	19,486	6,259	4,011	53,890	1,587	442,213
Other insurance	491,790	-	491,790	209,949	526	122,738	8,253	6,632	6,955	134,821	1,916	551,967
<b>Public Support - Other:</b>												
Local/County Government	56,173	-	56,173	16,823	575	20,941	3,856	3,470	7,482	2,411	615	49,010
Donations/Contributions	470,740	-	470,740	110,891	4,091	157,426	24,877	91,583	48,393	15,640	17,839	390,035
In-Kind Support	17,224	-	17,224	-	-	-	-	17,224	-	-	-	22,005
Other Public Support	23,645	-	23,645	-	-	23,645	-	-	-	-	-	25,885
<b>BBH:</b>												
Community Mental Health	317,878	-	317,878	1,497	51	1,864	225,343	88,187	666	215	55	329,365
Other BBH	517,481	-	517,481	67,334	-	46,235	29,870	174,021	-	105,682	94,339	516,093
Rental Income	154,069	-	154,069	-	-	-	-	-	154,069	-	-	152,854
Other Revenues	40,846	-	40,846	5,203	282	5,260	1,002	25,848	1,894	1,207	150	87,950
	<u>9,369,455</u>	<u>-</u>	<u>9,369,455</u>	<u>2,800,045</u>	<u>95,680</u>	<u>3,485,238</u>	<u>641,836</u>	<u>577,529</u>	<u>1,245,147</u>	<u>401,289</u>	<u>122,691</u>	<u>9,933,893</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 9,369,455</b>	<b>\$ -</b>	<b>\$ 9,369,455</b>	<b>\$ 2,800,045</b>	<b>\$ 95,680</b>	<b>\$ 3,485,238</b>	<b>\$ 641,836</b>	<b>\$ 577,529</b>	<b>\$ 1,245,147</b>	<b>\$ 401,289</b>	<b>\$ 122,691</b>	<b>\$ 9,933,893</b>

West Central Services, Inc.  
d/b/a West Central Behavioral Health  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2018  
Comparative Totals for 2017

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	Non-Eligibles	Other Non-BBH	2017
<b>Personnel Costs:</b>												
Salary & Wages	\$ 6,264,781	\$ 437,076	\$ 5,827,705	\$ 2,062,911	\$ 108,464	\$ 1,754,653	\$ 390,740	\$ 347,858	\$ 633,067	\$ 275,795	\$ 254,217	\$ 6,479,023
Employee Benefits	680,531	34,681	645,850	235,838	23,737	217,538	32,630	24,971	65,192	28,246	17,698	701,048
Payroll Taxes	441,833	27,163	414,670	146,423	7,530	121,406	28,149	25,918	46,448	20,051	18,745	455,331
<b>Professional Fees:</b>												
Professional Fees	270,096	32,963	237,133	76,436	2,667	59,199	5,834	6,776	16,252	62,243	7,726	336,960
<b>Staff Devel. &amp; Training:</b>												
Staff Development	40,101	15,008	25,093	12,706	68	2,377	1,425	452	314	616	7,135	28,138
<b>Occupancy Costs:</b>												
Rent	673,123	19,499	653,624	202,851	10,790	239,766	41,868	26,580	84,735	39,430	7,604	663,767
Other Utilities	83,470	-	83,470	12,797	724	17,010	2,783	1,778	45,980	2,398	-	68,614
Maintenance & Repairs	91,184	3,067	88,117	20,652	1,693	26,533	4,637	4,117	27,460	2,157	868	74,097
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	36,000
Other Occupancy Costs	160,964	-	160,964	54,923	112	61,067	9,504	251	13,764	20,069	1,274	159,154
<b>Consumable Supplies:</b>												
Office/Building/Househol	52,743	10,459	42,284	13,160	896	11,990	2,866	2,116	8,754	1,902	600	57,372
Food	36,042	3,558	32,484	4,171	35	6,951	892	87	20,158	184	6	40,272
Equipment Rental	18,766	7,239	11,527	4,855	349	2,857	1,048	868	696	646	208	18,307
Equipment Maintenance	13,404	7,886	5,518	1,753	100	1,637	329	297	954	271	177	64,333
Depreciation	89,166	2,567	86,599	18,273	2,208	15,513	650	1,678	46,067	1,093	1,117	66,437
Advertising	17,728	2,400	15,328	5,180	295	4,837	972	877	1,871	773	523	11,556
Membership Dues	14,265	-	14,265	4,373	213	5,858	343	528	991	609	1,350	27,927
Telephone/Communications	63,904	11,422	52,482	11,547	655	18,328	3,820	8,364	6,665	1,924	1,179	64,794
Postage/Shipping	8,384	3,392	4,992	1,647	126	2,059	370	493	81	203	13	16,782
<b>Transportation:</b>												
Staff /Clients	116,798	4,351	112,447	41,112	953	38,171	18,337	4,514	3,844	2,109	3,407	120,520
<b>Insurance:</b>												
General/Liability	142,546	-	142,546	48,592	2,699	45,890	4,049	6,748	21,072	6,748	6,748	106,181
Interest Expense	31,345	-	31,345	11,132	614	10,740	928	1,645	3,218	1,542	1,526	34,350
Other Expenditures	285,138	59,828	225,310	62,740	2,887	70,578	5,834	47,073	23,464	8,054	4,680	308,201
In-Kind Expense	17,224	-	17,224	-	-	-	-	17,224	-	-	-	22,005
	<u>9,649,536</u>	<u>682,559</u>	<u>8,966,977</u>	<u>3,054,072</u>	<u>167,815</u>	<u>2,734,958</u>	<u>558,008</u>	<u>531,213</u>	<u>1,107,047</u>	<u>477,063</u>	<u>338,801</u>	<u>9,961,169</u>
Administrative Allocation	-	(682,559)	682,559	225,243	13,651	238,896	40,954	34,128	81,907	27,303	20,477	-
<b>TOTAL PROGRAM EXPENSES</b>												
	<u>\$ 9,649,536</u>	<u>\$ -</u>	<u>\$ 9,649,536</u>	<u>\$ 3,279,315</u>	<u>\$ 181,466</u>	<u>\$ 2,973,854</u>	<u>\$ 598,962</u>	<u>\$ 565,341</u>	<u>\$ 1,188,954</u>	<u>\$ 504,366</u>	<u>\$ 357,278</u>	<u>\$ 9,961,169</u>



**Board of Directors  
Roster FY 2020**

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Ex-Officio  
Suellen Griffin, MSN

Ex-Officio  
Diane Roston, MD

## **CURRICULUM VITAE**

### **NANCY NOWELL**

#### **EDUCATION**

Predoctoral Internship in Clinical Psychology  
Albany Psychology Internship Consortium  
Albany, New York  
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology  
Northern Illinois University (NIU)  
APA-accredited program

M.A. (1988): Clinical Psychology  
Northern Illinois University (NIU)

B.A. (1985): Psychology  
The University of Kansas

#### **CLINICAL EXPERIENCE**

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.



July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

- January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.
- Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.
- July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.
- Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.
- August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

### **TEACHING EXPERIENCE**

- Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.
- Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.
- Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.
- Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.
- Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.
- Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology I: Theory and Assessment of Intellectual Functioning.
- Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.  
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

## **RESEARCH EXPERIENCE**

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

## **PROFESSIONAL AFFILIATIONS**

American Psychological Association

# ROBERT GONYO



## EXPERIENCE

**Accounting Manager**  
**Lake Sunapee Bank**  
**Newport, New Hampshire**

**2014 – Present**

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

**Revenue Manager**  
**Lutheran Social Services / Ascentria Care Alliance**  
**Concord, New Hampshire**

**2013 – 2014**

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statues, Executive Orders, regulations and procedures.

**Fiscal Director**  
**Community Alliance of Human Services**  
**Newport, New Hampshire**

**2008 – 2013**

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

assisted with grant writing proposals.

- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

**Revenue Control Accountant**  
**NFI North**  
**Contoocook, New Hampshire**

**2003 – 2008**

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

**Controller**  
**Brattleboro Reformer / Town Crier**  
**Brattleboro, Vermont**

**2002 – 2003**

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

**Controller**  
**Merriam-Graves Corporation**  
**Charlestown, New Hampshire**

**1998 – 2002**

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

**Assistant Comptroller**  
**Wakeman Industries, Inc. (Merriam-Graves Corporation)**  
**Charlestown, New Hampshire**

**1992 – 1998**

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

**Staff Accountant**  
**Wakeman Industries, Inc. (Merriam-Graves Corporation)**  
**Charlestown, New Hampshire**

**1988 – 1992**

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

**Office Administrator**  
**Suburban Realty, Inc.**  
**Manchester, New Hampshire**

**1984 – 1987**

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

## EDUCATION

**Bachelor of Science degree in Accounting**  
**New Hampshire College**  
**Manchester, New Hampshire**

## PROFESSIONAL AFFILIATIONS

**Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.**  
**Newport, New Hampshire**

# Jennifer McAllister

## Work Experience

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### **Bookkeeper**

Roger's Fabricare, LLC - Windsor, VT

January 2014 to Present

- Maintains financial records and ensures accurate recordkeeping.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.
- Reconciles monthly payable ledgers, banking statements, and vendor statements.
- Facilitates human resources functions for employees.
- Manages accounts receivable process, including: data entry, monthly and weekly billing, collections.

### **Office Manager**

Twin States Harley-Davidson - Lebanon, NH

October 2017 to April 2018

- Processes State Title Paperwork.
- On-site Events Coordinator: Install instore signage, plan and set-up instore Events.
- H.O.G. Chapter Manager: liaison between Chapter and dealership.

### **Controller**

Granite State Harley-Davidson - Lebanon, NH

November 2014 to October 2017

- Maintains financial records and ensures accurate recordkeeping, month-end and year-end accounting procedures and reports.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.
- Reconciles monthly payable ledgers and banking statements, and vendor statements.
- Facilitates human resources functions for employees.
- Calculate and processes employee payroll for both hourly & salary employees, filing all required federal and state reports.
- Manages accounts receivable process, including: data entry, invoicing and collections.
- Process deals and State Title paperwork.
- Floor and payoff motorcycles.

### **Controller**

Great Eastern Radio, LLC - West Lebanon, NH

January 2007 to May 2013

- Processes employee payroll for both hourly & salary employees.
- Facilitate successful account collection activities for past-due accounts.
- Maintains financial records and ensures accurate recordkeeping.
- Completes year-end accounting procedures and reports.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.

- Reconciles monthly payable ledgers and banking statements.
- Facilitates human resources functions for employees.
- General IT functions, including set up of employee email, PC and printer troubleshooting.

### **Operations Assistant**

Asolo - Lebanon, NH

2005 to 2006

- Enters accounts payable.
- Assists customer service as needed.
- Assists with warehouse and inventory control.
- Reconciles monthly bank statements.

### **Assistant Business Manager**

Vox Radio Group, LP - Claremont, NH

2000 to 2005

- Processes employee payroll for both hourly & salary employees.
- Facilitate successful account collection activities for past-due accounts.
- Maintains financial records and ensures accurate recordkeeping.
- Completes year-end accounting procedures and reports.
- Manages accounts payables process, tasks to include: data entry, printing & mailing checks.
- Reconciles monthly payable ledgers and banking statements.
- Facilitates human resources functions for employees.
- Assists traffic department as needed with radio broadcasting programming.
- Draft annual music licensing reports.

Dartmouth College - Hanover, NH

1998 to 2000

### **Payroll Assistant**

Payroll Office

1998 to 2000

- Completed payroll tasks; processed timesheets, maintenance requests, and other related activities.
- Handled sensitive and confidential records with appropriateness.
- Completed special projects in support of daily workflow.
- Processed abandoned property, reducing the total value from \$20,000 to \$1,800.
- Researched employee biographical data and ensured accuracy of data.

### **Customer Service**

Telephone Services

1998 to 1998

- Implemented new merchant services payment system.
- Processed billing and payment transactions.
- Ensured successful set-up of new telephone services.
- Served as a trouble-shooter to rectify and resolve technical problems.

### **Education**

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## **Certificate**

Electrology Institute of New England - Tewksbury, MA  
July 2014

## **Bachelors of Science in Management in Accounting**

Keene State College - Keene, NH  
2004

## **Skills**

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PEACHTREE, QUICKBOOKS, EXCEL, MICROSOFT OFFICE, OUTLOOK, Accounts Payable, Bookkeeping

## **Certifications/Licenses**

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### **Customer Service Skills assessment - Expert**

October 2018

Indeed Assessments™ evaluation completed with Expert rating.

View my results:

[https://share.indeedassessments.com/share\\_assignment/ry8j94rp-n5i5v-l](https://share.indeedassessments.com/share_assignment/ry8j94rp-n5i5v-l)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

## **Additional Information**

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### **Computer Skills**

- Financial software: Peachtree, QuickBooks
- Word processing software: Microsoft Office Suite (Word, Excel, Outlook, & PowerPoint).

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Nowell	VP of Clinical Services	\$97,850	3.25	\$3,180
Robert Gonyo	CFO	\$92,700	3.50	\$3,245
Jennifer McAllister	Accounting Manager	\$52,500	12.50	\$6,563
TBD	Program Director	\$50,000	50.00	\$25,000
TBD	Case Manager	\$35,000	50.00	\$17,500

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-03)

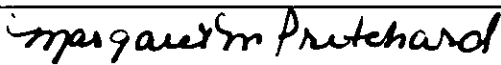
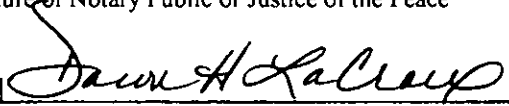
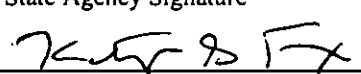
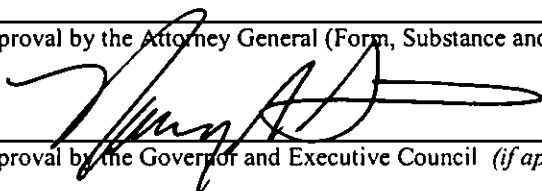
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon St. East Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard - Chief Executive Officer	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Belknap</u> On <u>July 31, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     [Seal]  </div> <div style="text-align: center;"> <b>DAWN H. LACROIX</b>                      Notary Public - New Hampshire                      My Commission Expires March 22, 2022                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Dawn H. LaCroy, Notary			
1.14 State Agency Signature  Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/1/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.


6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials   
Date 7/21/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.





## Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.



## Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.



## Exhibit A

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- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.



## Exhibit A

- 4.1.2. Barriers experienced by the Contractor.
- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.



## Exhibit A

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- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

MP  
7/31/19



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Lakes Region Mental Health Center, Inc.  
 OSA Controls Behavioral Health  
 Budget Request for: Housing Bridge Subsidy Program Services  
 Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Item/Item Description	TOTAL PROGRAM COST			CONTRACTOR SHARE MATCH			FUNDING SOURCE CONTRACT SHARE		
	DIRECT	INDIRECT	TOTAL	DIRECT	INDIRECT	TOTAL	DIRECT	INDIRECT	TOTAL
1. Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -	\$ 875.00	\$ -	\$ 875.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
<b>TOTAL</b>	<b>\$ 80,789</b>	<b>\$ 7,292</b>	<b>\$ 88,081</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,789</b>	<b>\$ 7,292</b>	<b>\$ 88,081</b>

Indirect As A Percent of Direct 12.0%

Contractor Initials: *MP*  
 Date: 7/31/19



Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Lakes Region Mental Health Center, Inc.  
 DBA Osmosis Behavioral Health  
 Budget Request for: Housing Bridge Subsidy Program Services  
 Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Initiation	TOTAL Program Cost			Contractor Share (Match)			Funded by DHR's Budget Share		
	Direct	Indirect	TOTAL	Direct	Indirect	TOTAL	Direct	Indirect	TOTAL
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
14. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
<b>TOTAL</b>	\$ 81,017	\$ 9,722	\$ 90,739	\$ -	\$ -	\$ -	\$ 81,017	\$ 9,722	\$ 90,739

Indirect As A Percent of Direct 12.0%

Contractor Initials: *MP*  
 Date: *7/21/19*



### SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

*mp*  
7/31/19



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

*WP*  
Date 7/31/19



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

*MP*  
Date 2/21/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: Lakes Region Mental Health Center, Inc.

7/31/19  
Date

Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: Chief Executive Officer



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

7/31/19  
Date

*Margaret M. Fritchard*  
Name: *Margaret M. Fritchard*  
Title: *Chief Executive Officer*

Vendor Initials *mf*  
Date 7/31/19



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

7/31/19  
Date

*Margaret M. Pritchard*  
Name: *Margaret M. Pritchard*  
Title: *Chief Executive Officer*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials

*MP*

Date

*7/31/19*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: *The Lakes Region Mental Health Center, INC.*

7/31/19  
Date

*Margaret M. Pritchard*  
Name: *Margaret M. Pritchard*  
Title: *Chief Executive Officer*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials

*MP*  
7/31/19  
Date



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: *The Lakes Region Mental Health Center, INC.*

7/31/19  
Date

*Margaret M. Pritchard*  
Name: *Margaret M. Pritchard*  
Title: *Chief Executive Officer*

Vendor Initials *MP*  
Date 7/31/19



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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**Exhibit I**

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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7/31/19



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*[Handwritten Signature]*  
Date 2/3/19



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

The Lakes Region Mental Health Center, INC.  
Name of the Vendor

Margaret M. Pritchard  
Signature of Authorized Representative

Margaret M. Pritchard  
Name of Authorized Representative

Chief Executive Officer  
Title of Authorized Representative

7/31/2019  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

7/31/19  
Date

  
Name: *Margaret M. Pritchard*  
Title: *Chief Executive Officer*



**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 101410652
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic





Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K

DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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Exhibit K

DHHS Information Security Requirements

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
  10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
  11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

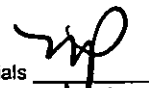
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

  
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DHHS Information Security Requirements

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

*MP*  
7/31/19



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

*WP*  
7/31/19



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



# State of New Hampshire

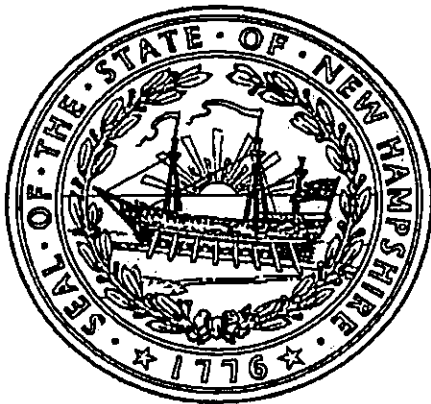
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 64124

Certificate Number: 0004556019



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of July A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Edward McFarland, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Lakes Region Mental Health Center, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on July 31, 2019;  
(Date)

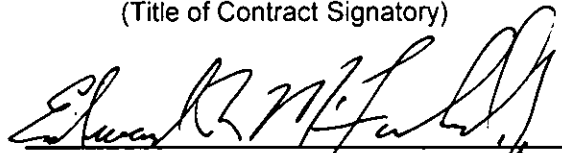
**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 31 day of July, 2019.  
(Date Contract Signed)

4. Margaret M. Pritchard is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 31 day of July, 2019.

By Edward McFarland  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DAWN H. LACROIX  
Notary Public - New Hampshire  
Commission Expires ~~My Commission Expires~~ March 22, 2022





## Lakes Region Mental Health Center

# Mission Vision & Values

*Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our community.*

*(Revised & Approved by the Board of Directors, 9/15/15)*

## Our Vision

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

(Revised & Approved by the Board of Directors, 9/15/15)

## Our Values

<b><u>R</u>ESPECT</b>	We conduct our business and provide services with respect and professionalism.
<b><u>A</u>DVOCACY</b>	We advocate for those we serve through enhanced collaborations, community relations and political action.
<b><u>I</u>NTEGRITY</b>	We work with integrity and transparency, setting a moral compass for the agency.
<b><u>S</u>TEWARDSHIP</b>	We are effective stewards of our resources for our clients and our agency's health.
<b><u>E</u>XCELLENCE</b>	We are committed to excellence in all programming and services.

**The Lakes Region Mental Health Center, Inc.**

**FINANCIAL STATEMENTS**

**June 30, 2018**

The Lakes Region Mental Health Center, Inc.  
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June 30, 2018

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Statement of Functional Public Support and Revenues	14
Statement of Functional Expenses	15



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of The Lakes Region Mental Health Center, Inc.

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
of The Lakes Region Mental Health Center, Inc.  
d/b/a Genesis Behavioral Health  
Page 2

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues and expenses on pages 12-15 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittell, Branagan & Sargent*

St. Albans, Vermont  
September 19, 2018



The Lakes Region Mental Health Center, Inc.  
 STATEMENT OF FINANCIAL POSITION  
 June 30, 2018

ASSETS

<b>CURRENT ASSETS</b>	
Cash	\$ 1,367,407
Investments	1,552,428
Accounts receivable (net of \$760,000 allowance)	1,647,960
Prepaid expenses and other current assets	<u>98,296</u>
<b>TOTAL CURRENT ASSETS</b>	<b><u>4,666,091</u></b>
PROPERTY AND EQUIPMENT - NET	<u>6,352,596</u>
<b>OTHER ASSETS</b>	
Restricted cash	<u>34,234</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 11,052,921</u></b>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>	
Accounts payable	\$ 118,441
Current portion long-term debt	797,005
Accrued payroll and related	359,665
Deferred income	122,379
Accrued vacation	333,945
Accrued expenses	<u>310,477</u>
<b>TOTAL CURRENT LIABILITIES</b>	<b><u>2,041,912</u></b>
<b>LONG-TERM DEBT, less current portion</b>	
Notes and Bonds Payable	4,609,770
Less: unamortized debt issuance costs	<u>(93,319)</u>
<b>TOTAL LONG-TERM LIABILITIES</b>	<b><u>4,516,451</u></b>
<b>TOTAL LIABILITIES</b>	<b><u>6,558,363</u></b>
<b>NET ASSETS</b>	
Temporarily restricted	529,968
Unrestricted	<u>3,964,590</u>
<b>TOTAL NET ASSETS</b>	<b><u>4,494,558</u></b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 11,052,921</u></b>

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
For the Year Ended June 30, 2018

	<u>Unrestricted Funds</u>	<u>Temporarily Restricted Funds</u>	<u>All Funds</u>
<b>PUBLIC SUPPORT AND REVENUES</b>			
Public support -			
Federal	\$ 509,721	\$ -	\$ 509,721
State of New Hampshire - BBH	320,087	-	320,087
Other public support	<u>117,118</u>	<u>531,613</u>	<u>648,731</u>
Total Public Support	<u>946,926</u>	<u>531,613</u>	<u>1,478,539</u>
 Revenues -			
Program service fees	12,059,775	-	12,059,775
Rental income	87,536	-	87,536
Other revenue	138,196	-	138,196
Net assets released from restriction	<u>58,754</u>	<u>(58,754)</u>	<u>-</u>
Total Revenues	<u>12,344,261</u>	<u>(58,754)</u>	<u>12,285,507</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	<u>13,291,187</u>	<u>472,859</u>	<u>13,764,046</u>
 <b>EXPENSES</b>			
BBH funded program services -			
Children Services	2,789,889	-	2,789,889
Multi-service	5,743,176	-	5,743,176
ACT	1,187,809	-	1,187,809
Emergency Services	1,008,000	-	1,008,000
Housing Services	276,874	-	276,874
Non-Eligible	761,212	-	761,212
Non-BBH funded program services	<u>1,249,531</u>	<u>-</u>	<u>1,249,531</u>
 TOTAL EXPENSES	<u>13,016,491</u>	<u>-</u>	<u>13,016,491</u>
 INCREASE IN NET ASSETS FROM OPERATIONS	274,696	472,859	747,555
 OTHER INCOME			
Investment income	<u>142,145</u>	<u>-</u>	<u>142,145</u>
 TOTAL INCREASE IN NET ASSETS	416,841	472,859	889,700
 NET ASSETS, beginning	<u>3,547,749</u>	<u>57,109</u>	<u>3,604,858</u>
 NET ASSETS, ending	<u>\$ 3,964,590</u>	<u>\$ 529,968</u>	<u>\$ 4,494,558</u>

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.  
**STATEMENT OF CASH FLOWS**  
For the Year Ended June 30, 2018

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Increase in net assets	\$ 889,700
Adjustments to reconcile to net cash provided by operations:	
Depreciation	228,153
Unrealized gain on investments	(37,331)
(Increase) decrease in:	
Accounts receivable	(342,050)
Prepaid expenses	(13,437)
Restricted Cash	(4,743)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(146,600)
Deferred income	<u>84,801</u>
 NET CASH PROVIDED BY OPERATING ACTIVITIES	 <u>658,493</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchases of property and equipment	(100,657)
Net investment activity	<u>51,762</u>
 NET CASH (USED) IN INVESTING ACTIVITIES	 <u>(48,895)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Debt issuance costs	(459)
Principal payments on long-term debt	<u>(178,532)</u>
 NET CASH (USED) IN FINANCING ACTIVITIES	 <u>(178,991)</u>
 NET INCREASE IN CASH	 430,607
 CASH AT BEGINNING OF YEAR	 <u>936,800</u>
 CASH AT END OF YEAR	 <u>\$ 1,367,407</u>
 <b>SUPPLEMENTAL DISCLOSURE</b>	
Cash Payments for Interest	\$ 137,752
Capital purchases acquired through issuance of long-term debt	<u>\$ 3,915,506</u>

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Lakes Region Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$10,922,923, of which \$10,760,248 was revenue from third-party payers and \$162,675 was revenue from self-pay clients.

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of the Center for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as released from restrictions when expended for the purpose for which they were given. The earnings from these funds will be used to fund operations. For the year ending June 30, 2018 \$58,754 was released from restrictions.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The allowance for doubtful accounts was \$760,000 and \$561,500 for the years ended June 30, 2018 and 2017. Total patient accounts receivable increased to \$1,950,374 as of June 30, 2018 from \$1,541,624 at June 30, 2017. As a result of this increase and changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 36% to 39% of total patient accounts receivable.

The Lakes Region Mental Health Center, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

Advertising costs are expensed as incurred. Total costs were \$80,133 at June 30, 2018 and consisted of advertising costs of \$49,587 and recruitment costs of \$30,546.

NOTE 2 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$1,000 or more. Property and equipment, at cost, consists of the following:

Land, buildings and improvements	\$ 7,592,521
Computer equipment	1,017,720
Furniture, fixtures and equipment	1,905,622
Vehicles	<u>139,738</u>
	10,655,601
Accumulated depreciation	<u>(4,303,005)</u>
NET BOOK VALUE	<u>\$ 6,352,596</u>

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	\$ 128,119
Receivable from insurance companies	617,886
Medicaid receivables	1,018,470
Medicare receivables	<u>185,899</u>
	1,950,374
Allowance for doubtful accounts	<u>(760,000)</u>
Total Receivable - Trade	<u>1,190,374</u>

The Lakes Region Mental Health Center, Inc.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2018

**NOTE 3      ACCOUNTS RECEIVABLE (continued)**

**ACCOUNTS RECEIVABLE – OTHER**

Housing Rent	11,966
HUD	51,738
Grafton County	5,750
Mount Prospect Academy	3,900
Capital Campaign Pledges	39,673
Tax Credits	240,000
Town Appropriations	18,450
NFI North, Inc.	7,425
SAMSHA	35,468
BBH - Bureau of Behavioral Health	1,408
Other Grants and Contracts	<u>41,808</u>
Total Receivable - Other	<u>457,586</u>

**TOTAL ACCOUNTS RECEIVABLE                      \$ 1,647,960**

**NOTE 4      LINE OF CREDIT**

As of June 30, 2018, the Center had available a line of credit with an upper limit of \$1,000,000 with a local area bank. At that date, \$-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.0%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2019, and is secured by all business assets.

**NOTE 5      COMMITMENTS**

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2018 for each of the next four years and in the aggregate are:

<u>June 30,</u>	<u>Amount</u>
2019	\$ 14,902
2020	1,608
2021	1,608
2022	536

Total rent expense for the year ended June 30, 2018, including rent expense for leases with a remaining term of one year or less was \$144,718.

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 6 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2018 the total contributions into the plan were \$86,979. Total administrative fees paid into the plan for the year ended June 30, 2018 were \$9,962.

NOTE 7 RESTRICTED CASH

The Center maintains restricted depository accounts. At the balance sheet date the amounts are as follows:

Rural Development *	<u>\$ 34,234</u>
---------------------	------------------

\* Balance will accumulate per loan agreement to \$47,448 at a required monthly deposit of \$395.

NOTE 8 LONG-TERM DEBT

As of June 30, 2018, long-term debt consisted of the following:

5% mortgage note payable - Rural Development due in monthly aggregate installments of \$3,357 (including principal and interest) secured by land and buildings through June, 2027.	\$ 290,485
5% mortgage note payable - Rural Development due in monthly installments of \$597 (including principal and interest) secured by land and buildings through December, 2030.	65,985
4.43% bond payable - Meredith Village Savings Bank due in full in June, 2019. Secured by building.	676,555
2.97% bond payable - Meredith Village Savings Bank due in monthly installments of \$19,234 (principal and interest) beginning in June 2019. Secured by building through June, 2047.	<u>4,373,750</u>
Total long-term debt before unamortized debt issuance costs	5,406,775
Unamortized debt issuance costs	<u>(93,319)</u>
Total long-term debt	5,313,456
Less: Current Portion	<u>(797,005)</u>
Long-term debt, excluding current installments	<u>\$4,516,451</u>



The Lakes Region Mental Health Center, Inc.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2018

**NOTE 8 LONG-TERM DEBT (continued)**

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2019	\$ 797,005
2020	131,920
2021	136,563
2022	141,380
2023	146,378
Thereafter	4,053,529
	\$ 5,406,775

**NOTE 9 CONTINGENT LIABILITIES**

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

**NOTE 10 INVESTMENTS**

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2018, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	\$ 353,949	\$ 195,166	\$ 549,115
Health	236,601	42,577	279,178
Large Growth	162,583	(4,818)	157,765
Mid-Cap Value	147,366	152,879	300,245
Short-Term Bond	182,635	83,490	266,125
	\$ 1,083,134	\$ 469,294	\$ 1,552,428

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 10 INVESTMENTS (continued)

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	\$ 29,821
Realized Gains	74,993
Unrealized Gains	<u>37,331</u>
	<u>\$ 142,145</u>

NOTE 11 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2018, the carrying amount of the cash deposits is \$1,401,641 and the bank balance totaled \$1,478,103. Of the bank balance, \$561,813 was insured by Federal Deposit Insurance, \$796,014 was offset by debt and \$120,276 was uninsured.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2018 is as follows:

Due from clients	7 %
Insurance companies	32
Medicaid	52
Medicare	<u>9</u>
	<u>100 %</u>

NOTE 13 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2018 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2018, have been incorporated into the financial statements herein.

**SUPPLEMENTARY INFORMATION**

The Lakes Region Mental Health Center, Inc.  
**ANALYSIS OF ACCOUNTS RECEIVABLE**  
For the Year Ended June 30, 2018

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 151,742	\$ 1,813,643	\$ (1,650,968)	\$ (186,298)	\$ 128,119
BLUE CROSS / BLUE SHIELD	196,238	811,829	(449,507)	(254,178)	304,382
MEDICAID	588,623	14,564,491	(5,193,277)	(8,941,367)	1,018,470
MEDICARE	220,026	1,567,290	(905,635)	(695,782)	185,899
OTHER INSURANCE	280,971	963,618	(598,561)	(332,524)	313,504
ALLOWANCE FOR DOUBTFUL ACCOUNTS	<u>(561,500)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(760,000)</u>
TOTAL	<u>\$ 876,100</u>	<u>\$ 19,720,871</u>	<u>\$ (8,797,948)</u>	<u>\$ (10,410,149)</u>	<u>\$ 1,190,374</u>

The Lakes Region Mental Health Center, Inc.  
**ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES**  
For the Year Ended June 30, 2018

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2018	<u>\$ 10,370</u>	<u>\$ 320,087</u>	<u>\$ (329,049)</u>	<u>\$ 1,408</u>

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/03/17	\$ 455
07/13/17	7,881
07/21/17	8,887
08/18/17	43,576
08/21/17	5,206
08/25/17	7,848
09/22/17	68,138
10/04/17	150
10/13/17	59,899
12/08/17	57,912
12/13/17	484
01/19/18	78,288
01/24/18	12,655
01/26/18	24,447
02/13/18	7,960
04/05/18	15,695
04/23/18	111
04/23/18	7,848
05/10/18	74
05/18/18	7,848
06/01/18	1,769
06/21/18	74
06/22/18	7,848
06/29/18	30,618
Less: Federal Monies	<u>(126,622)</u>
	<u>\$ 329,049</u>

The Lakes Region Mental Health Center, Inc.  
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
 For the Year Ended June 30, 2018

	Total Agency	Admin.	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services		Non Eligible	Non BBH Funded Programs
								Apts. S.L. Summer	Apts. S.L. McGrath		
<b>Program Service Fees:</b>											
Net Client Fee	\$ 162,675	\$ -	\$ 162,675	\$ 18,259	\$ 72,356	\$ 344	\$ 13,076	\$ -	\$ -	\$ 58,638	\$ -
Blue Cross/Blue Shield	362,322	-	362,322	77,649	89,240	1,678	69,027	-	-	124,728	-
Medicaid	9,371,214	-	9,371,214	3,610,859	4,891,747	559,520	229,495	-	-	79,593	-
Medicare	661,655	-	661,655	109	578,414	23,064	483	-	-	59,585	-
Other Insurance	365,057	-	365,057	53,024	117,324	2,997	77,940	-	-	113,772	-
<b>Program Sales:</b>											
Service	1,136,852	100	1,136,752	61,737	75,538	-	7,400	-	-	1,507	990,570
<b>Public Support - Other:</b>											
United Way	1,188	1,188	-	-	-	-	-	-	-	-	-
Local/County Government	23,000	-	23,000	-	-	-	-	-	-	23,000	-
Donations/Contributions	25,329	25,339	(10)	-	(10)	-	-	-	-	-	-
Other Public Support	596,564	596,256	30,308	15,542	14,786	-	-	-	-	-	-
Div. Voc. Rehab.	150	-	150	-	150	-	-	-	-	-	-
Div. Alcohol/Drug Abuse Prev & Recovery	2,500	220	2,280	480	960	295	545	-	-	-	-
<b>Federal Funding:</b>											
HUD Grant	121,228	-	121,228	-	-	-	-	28,857	92,371	-	-
Other Federal Grants	388,493	1,346	387,147	-	-	-	-	-	-	-	387,147
Rental Income	87,536	3,982	83,544	1,230	3,718	343	-	38,276	39,634	-	343
<b>DBH &amp; DS:</b>											
Community Mental Health	319,681	-	319,681	399	112	225,000	94,170	-	-	-	-
DCYF	406	-	406	406	-	-	-	-	-	-	-
Interest Income	632	632	-	-	-	-	-	-	-	-	-
Other Revenues	137,564	132,577	4,987	450	3,871	48	88	-	-	530	-
<b>Administration</b>	<b>13,764,046</b>	<b>731,650</b>	<b>13,032,396</b>	<b>3,840,144</b>	<b>5,848,186</b>	<b>813,309</b>	<b>492,226</b>	<b>67,133</b>	<b>132,006</b>	<b>461,333</b>	<b>1,378,080</b>
	-	(731,650)	731,650	215,589	326,322	45,660	27,634	3,769	7,411	25,899	77,368
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 13,764,046</b>	<b>\$ -</b>	<b>\$ 13,764,046</b>	<b>\$ 4,055,733</b>	<b>\$ 6,176,508</b>	<b>\$ 858,969</b>	<b>\$ 519,860</b>	<b>\$ 70,902</b>	<b>\$ 139,416</b>	<b>\$ 487,232</b>	<b>\$ 1,455,428</b>

The Lakes Region Mental Health Center, Inc.  
 STATEMENT OF FUNCTIONAL EXPENSES  
 For the Year Ended June 30, 2018

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services			Non BBH Funded Programs
								Apts. S.L. Summer	Apts. S.L. McGrath	Non-Eligible	
<b>Personnel Costs:</b>											
Salary and wages	\$ 8,280,839	\$ 878,397	\$ 7,584,242	\$ 1,545,118	\$ 3,331,278	\$ 704,702	\$ 837,752	\$ 34,464	\$ 53,592	\$ 482,323	\$ 785,014
Employee benefits	1,827,845	144,845	1,783,000	410,067	788,808	171,056	150,078	452	938	128,418	151,584
Payroll Taxes	571,892	48,271	523,421	110,151	238,850	46,788	48,070	2,577	4,501	32,458	41,225
Substitute Staff	72,837	9,788	62,851	-	47,074	15,784	-	-	-	-	13
<b>PROFESSIONAL FEES AND CONSULTANTS:</b>											
Accounting/audit fee	80,153	80,153	-	-	-	-	-	-	-	-	-
Legal fees	9,317	8,810	2,507	-	2,507	-	-	-	-	-	-
Other professional fees	74,974	30,916	44,058	383	513	28,788	-	-	-	-	18,364
<b>Staff Devel. &amp; Training:</b>											
Journals & publications	3,043	86	2,957	288	2,527	49	41	-	-	28	28
In-Service training	2,933	29	2,904	480	1,995	181	184	-	-	34	50
Conferences & conventions	68,581	7,808	80,983	11,129	30,188	1,895	4,125	-	-	658	12,890
Other staff development	37,383	3,457	33,936	5,383	16,713	6,119	3,306	-	-	64	2,341
<b>Occupancy costs:</b>											
Rent	118,844	25,307	93,537	31,855	50,133	1,578	1,202	-	-	6,151	2,817
Mortgage (Interest)	99,046	82,122	16,924	728	14,125	978	242	-	-	60	795
Heating Costs	42,234	7,815	34,319	8,827	7,853	800	202	8,440	7,040	464	793
Other Utilities	96,628	13,386	83,242	18,235	31,176	1,838	-	12,565	14,878	1,040	2,382
Maintenance & repairs	115,186	11,269	103,927	37,957	38,768	4,578	685	6,167	11,312	668	3,794
Taxes	27,873	27,873	-	-	-	-	-	-	-	-	-
<b>Consumable Supplies:</b>											
Office	32,465	8,811	25,654	7,408	13,524	1,658	1,213	-	-	780	1,089
Building/household	32,964	4,372	28,612	5,824	10,882	1,895	1,488	486	8,715	422	800
Medical	8,789	-	8,789	182	780	278	83	-	-	14	7,491
Other	128,328	7,049	119,279	30,137	80,088	11,324	10,077	-	-	2,488	5,159
Depreciation-Equipment	63,339	7,818	55,423	11,433	29,809	2,590	1,846	1,803	4,037	1,320	2,885
Depreciation-Building	184,814	42,521	122,293	29,559	34,703	8,375	4	15,885	30,318	876	4,575
Equipment rental	22,419	3,895	18,524	6,748	8,533	757	719	-	-	988	801
Equipment maintenance	39,514	2,268	37,246	8,142	17,835	3,186	2,814	691	1,545	839	1,114
Advertising	80,133	33,148	46,987	11,898	24,215	4,011	4,331	-	-	934	1,598
Printing	563	34	529	135	270	51	45	-	-	11	17
Telephone/communications	293,998	17,741	276,255	84,378	131,720	10,721	22,881	3,354	86	14,565	8,539
Postage/shipping	14,212	803	13,409	3,653	8,911	1,074	955	-	-	382	424
<b>Transportation:</b>											
Staff	193,447	1,009	192,438	52,760	111,221	22,601	2,895	115	115	517	2,214
Clients	9,658	-	9,658	-	9,658	-	-	-	-	-	-
<b>Assist to Individuals:</b>											
Client services	58,235	-	58,235	28,492	28,427	-	-	43	339	-	4,934
<b>Insurance:</b>											
Malpractice/bonding	54,454	13,735	40,719	8,970	18,880	5,134	2,433	-	-	801	3,801
Vehicles	3,802	149	3,453	484	2,233	134	106	208	208	33	47
Comp. Property/liability	30,031	3,444	26,587	6,818	12,560	1,583	1,148	1,559	1,532	500	887
Membership Dues	38,103	2,082	36,041	85	285	32	28	-	-	7	35,824
Other Expenditures	154,873	113,353	41,620	6,138	10,580	1,373	1,178	9,811	11,025	453	1,064
Interest Expense	5,392	5,392	-	-	-	-	-	-	-	-	-
<b>Admin. Allocation</b>	<b>13,016,491</b>	<b>(1,421,732)</b>	<b>11,594,759</b>	<b>2,485,182</b>	<b>5,115,878</b>	<b>1,058,070</b>	<b>897,901</b>	<b>98,450</b>	<b>148,180</b>	<b>678,069</b>	<b>1,113,051</b>
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 13,016,491</b>	<b>\$ -</b>	<b>\$ 13,016,491</b>	<b>\$ 2,789,889</b>	<b>\$ 5,743,178</b>	<b>\$ 1,187,909</b>	<b>\$ 1,008,000</b>	<b>\$ 110,524</b>	<b>\$ 188,350</b>	<b>\$ 781,212</b>	<b>\$ 1,249,531</b>





## Lakes Region Mental Health Center

Lakes Region Mental Health Center  
Board of Directors Listing  
July, 2019

President	Jannine	Sutcliffe	Holderness	NH
Vice President	Deborah	Pendergast	New Hampton	NH
Co-Treasurer	Ed	McFarland	Laconia	NH
Co-Treasurer	Matt	Soza	Laconia	NH
Secretary	Susan	Stearns	Sanbornton	NH
Member at Large	Marsha	Bourdon	Laconia	NH
Member at Large	Gail	Mears	Holderness	NH
Member at Large	Carol	Pierce	Laconia	NH
Member at Large	Seifu	Ragassa	Gilford	NH
Member at Large	Kim	Sperry	Meredith	NH
Member at Large	James	Stapp	Holderness	NH
Member at Large	Rev. Judith	Wright	Laconia	NH

Respect

Advocacy

Integrity

Stewardship

Excellence

CELIA J. GIBBS, MA, LCMHC

[REDACTED] [REDACTED]  
Work Telephone: (603) 524-1100 x 324  
[REDACTED]

**PROFESSIONAL EXPERIENCE**

**December 1984 - April 1987: Counselor; Coordinator; Lakes Region Task Force Against Domestic Violence:**

As Coordinator I was responsible for the Family Violence Program. I also provided individual and group therapy to survivors of domestic violence, coordinated all volunteers, and opened the first Battered Women's Shelter north of Concord.

**Lakes Region Family Service**

67 Water Street

Laconia, New Hampshire 03246

**April 1987 - June 1995: Case Manager:**

As a Clinical Case Manager I provided case management, individual and group therapy, emergency services and outreach to adults with severe and persistent mental illness

**June 1995 - July 1996: Out Patient Therapist II:**

As an outpatient therapist I provided assessment, individual and group therapy, DBT, substance abuse services, case management and emergency services to a varied adult and elder population.

**July 1996 - April 2003: Clinical Coordinator II:**

As Clinical Coordinator I continued my clinical work half time while doing administrative work which involved supervision of clinical staff and program development.

**April 2003 - February 2006: Director, Plymouth Services:**

**February 2006 - October 2007: Director of Adult Services and Director of Plymouth Services**

As Director of Adult Services I was responsible for the Community Support Program that provides services to adults with severe and persistent mental illness, and the Adult Outpatient Program that provides short term therapeutic services to adults. I was responsible for 30 staff and approximately 700 clients.

**October 2007 - June 2011: Director of Adult Outpatient Services and Program Development:**

As Director of Outpatient Services I was responsible for all clinical supervision, program development and the budget for the adult outpatient program. As Director of Program Development I was responsible for our Internship Program, our Training Committee, our Elder Services Program and practice growth and development.

**June 2011 - June 31, 2013 Director of Practice and Clinical Development**

As Director of Practice and Clinical Development I am responsible for training, the Intern Program, Therapist and Supervisor Consultation, and widening the agency's scope of

practice into other areas of the community such as nursing homes and primary care practices.

**July 1, 2013 – present: Chief Clinical Officer**

As Chief Clinical Officer I am responsible for oversight of all clinical operations for the agency which includes fiscal oversight, program development and supervision of program directors.

**Lakes Region Mental Health Center, formerly Genesis Behavioral Health  
111 Church Street  
Laconia, New Hampshire 03246**

**Spring 2007 – March 2014: Adjunct Faculty:**

As an Adjunct Faculty member I was responsible for course development and instruction in Foundations of Mental Health Counseling and Assessment and Diagnosis.

I also supervised Master's level interns from the mental health counseling program

**Plymouth State University  
College of Graduate Studies  
17 High Street, MSC 11  
Plymouth, New Hampshire, 03264**

**EDUCATION**

University of New Hampshire, Durham, New Hampshire  
M.A. in Counseling, September 1983

Plymouth State College, Plymouth New Hampshire  
B.A. cum laude in Psychology and English, May 1979

**HONORS**

Psi Chi, National Honor Society in Psychology  
Plymouth State College

**LICENSES AND CERTIFICATIONS**

Licensed Certified Mental Health Counselor  
New Hampshire Board of Mental Health Practice, November 11, 1997

**AWARDS**

2010 Outstanding Site Supervisor Award, North Atlantic Regional Association for Counselor Education and Supervision (NARACES)

**REFERENCES**

Furnished upon request

**CONTRACTOR NAME**

**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Celia Gibbs	Chief Clinical Officer	\$80,000	0 %	0

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-04)

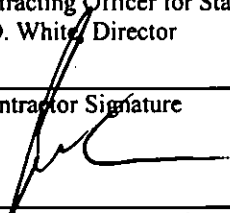

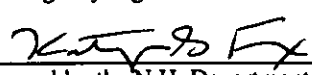
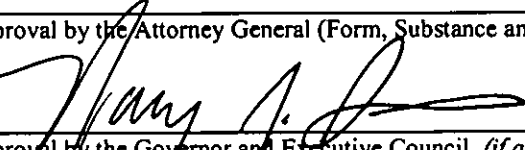
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

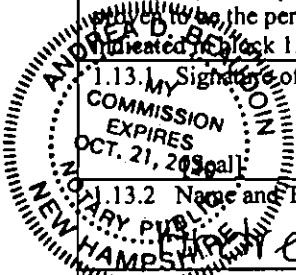
**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address PO Box 2032, 3 N. Main Street Concord, NH 03302-2032	
1.5 Contractor Phone Number 603-226-7505	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6, 851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Evers President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7-29-19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 My Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Andrea D. Beaudoin Senior Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/9/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.
    - 2.2.9.2. Securing utilities.



## Exhibit A

- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.
  - 2.4.3. Feedback from landlords.



## Exhibit A

- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.



## Exhibit A

- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.
  - 4.1.3. Resolutions of barriers experienced.



## Exhibit A

- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.
  - 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.



**Exhibit A**

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5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.





**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name Riverbend Community Mental Health, Inc.

Budget Request for: SS-2020-DBH-01-HOUSE-04

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line/Item	Total Program Cost			Contractor/Share/Match			Funded by DHHS (contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,265.00	\$ -	\$ 87,265.00	\$ -	\$ -	\$ -	\$ 87,265.00	\$ -	\$ 87,265.00
2. Employee Benefits	\$ 26,179.00	\$ -	\$ 26,179.00	\$ -	\$ -	\$ -	\$ 26,179.00	\$ -	\$ 26,179.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 488.00	\$ -	\$ 488.00	\$ -	\$ -	\$ -	\$ 488.00	\$ -	\$ 488.00
6. Travel	\$ 3,825.00	\$ -	\$ 3,825.00	\$ -	\$ -	\$ -	\$ 3,825.00	\$ -	\$ 3,825.00
7. Occupancy	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00	\$ -	\$ 712.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,575.00	\$ -	\$ 1,575.00	\$ -	\$ -	\$ -	\$ 1,575.00	\$ -	\$ 1,575.00
Postage	\$ 570.00	\$ -	\$ 570.00	\$ -	\$ -	\$ -	\$ 570.00	\$ -	\$ 570.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00	\$ -	\$ 712.00
Insurance	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
9. Software	\$ 949.00	\$ -	\$ 949.00	\$ -	\$ -	\$ -	\$ 949.00	\$ -	\$ 949.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 15,228	\$ 15,228	\$ -	\$ -	\$ -	\$ -	\$ 15,228	\$ 15,228
TOTAL	\$ 126,900	\$ 15,228	\$ 142,128	\$ -	\$ -	\$ -	\$ 126,900	\$ 15,228	\$ 142,128

Indirect As A Percent of Direct

12.0%

Contractor Initials PE  
 Date 7/29/19

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line/Item	Total Program Cost			Contractor/Share/Match			Funded by/DHHS/contract/share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,354.00	\$ -	\$ 118,354.00	\$ -	\$ -	\$ -	\$ 118,354	\$ -	\$ 118,354.00
2. Employee Benefits	\$ 34,906.00	\$ -	\$ 34,906.00	\$ -	\$ -	\$ -	\$ 34,906	\$ -	\$ 34,906.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ 650.00
6. Travel	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100	\$ -	\$ 5,100.00
7. Occupancy	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100	\$ -	\$ 2,100.00
Postage	\$ 760.00	\$ -	\$ 760.00	\$ -	\$ -	\$ -	\$ 760	\$ -	\$ 760.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 1,900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
9. Software	\$ 1,265.00	\$ -	\$ 1,265.00	\$ -	\$ -	\$ -	\$ 1,265	\$ -	\$ 1,265.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600	\$ -	\$ 1,600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 20,303	\$ 20,303	\$ -	\$ -	\$ -	\$ -	\$ 20,303	\$ 20,303
<b>TOTAL</b>	<b>\$ 169,195</b>	<b>\$ 20,303</b>	<b>\$ 189,498</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 169,195</b>	<b>\$ 20,303</b>	<b>\$ 189,498</b>

Indirect As A Percent of Direct

12.0%

Contractor Initials

Date

PE  
 7/29/19



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials

Date

Contractor Initials: LE  
Date: 7/29/19



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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7/29/19



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

LE

7/29/15





**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

FE

7/29/15



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

7/29/19  
Date

Vendor Name: Riverbend Community  
Mental Health, Inc.  
PE  
Name: Peter Evers  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS


Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Riverbend Community  
Mental Health, Inc.  
  
Name: Peter Evers  
Title: CEO

7/29/19  
Date

Vendor initials PE  
Date 7/29/19



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7/29/19  
Date

Vendor Name: Riverbend Community  
Mental Health, Inc.  
[Signature]  
Name: Peter Evers  
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

PE

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

7/29/19  
Date

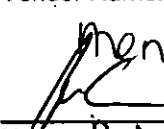
Vendor Name: Riverbend Community  
Mental Health, Inc.  
  
Name: Peter Evers  
Title: CEO

Exhibit G

Vendor Initials PE

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/29/19





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

7/29/19  
Date

Vendor Name: Riverbend Community  
Mental Health, Inc.  
Name: Peter Evers  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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7/29/19



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

SE

Date 7/24/14



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Vendor Initials

E  
Date 7/29/19



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Riverbend Community Mental Health, Inc  
Name of the Vendor

[Signature]  
Signature of Authorized Representative

Peter Evans  
Name of Authorized Representative

CEO  
Title of Authorized Representative

7/29/19  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

7/29/19  
Date

Vendor Name: Riverbend Community  
Mental Health, Inc.  
[Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081258915
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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7/29/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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7/29/19



DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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7/24/19

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62509

Certificate Number: 0004487060



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, do hereby certify that:

1. I am the duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following are true copies of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 28, 2019.

RESOLVED: That the President and/or Treasure is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29<sup>th</sup> day of July, 2019.
4. Peter Evers is duly elected President of the Corporation.

Andrea D. Beaudoin  
Signature of Assistant Secretary

State of New Hampshire

County of Memphack

The forgoing instrument was acknowledged before me this 29 day of July, 2019 by Andrea D. Beaudoin.

(NOTARY SEAL)

[Signature]  
(Notary Public/Justice of the Peace)  
Commission Expires: 11/18/20

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PRODUCER: [ ] FAX: 855 874-0123 FAX AG. No: [ ] ADDRESS: [ ]
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Riverbend Community Mental Health Inc. 3 North State Street Concord, NH 03302	INSURER A: Philadelphia Indemnity Insurance Co. <span style="float:right">NAIC # 18058</span>
	INSURER B: [ ]
	INSURER C: [ ]
	INSURER D: [ ]
	INSURER E: [ ]
	INSURER F: [ ]

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDITIONAL RISK (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded:\$10K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK1887047	10/01/2018	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK1887039	10/01/2018	10/01/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE Ded <input checked="" type="checkbox"/> RETENTION \$10K		PHUB649000	10/01/2018	10/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		PHPK1887047	10/01/2018	10/01/2018	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*See Attached*



RIVECOM-01

MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (DDMMYYYY)  
11/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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**PRODUCER**  
Davis & Towle Morrill & Everett, Inc.  
115 Airport Road  
Concord, NH 03301

**CONTACT** Mary Ellen Snell, CIC  
**PHONE** (603) 715-0754  
**FAX** (603) 225-7935  
**EMAIL** msnell@davistowle.com

**INSURED**  
Riverbend Community Mental Health Inc  
c/o Angela Greene  
PO Box 2032  
Concord, NH 03302

<b>INSURER'S AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURER A:</b> A.I.M Mutual Insurance Company	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PER YR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	ECC60040001272018A	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER F.L. EACH ACCIDENT \$ 1,000,000 F.L. DISEASE - EA EMPLOYEE \$ 1,000,000 F.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

State of NH - Dept of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Mary Ellen Snell*

## **Riverbend Community Mental Health, Inc.**

### **Mission**

*We care for the mental health of our community.*

### **Vision**

- *We provide responsive, accessible, and effective mental health services.*
- *We seek to sustain mental health and promote wellness.*
- *We work as partners with consumers and families.*
- *We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.*
- *We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.*

### **Values**

- *We value diversity and see it as essential to our success.*
- *We value staff and their outstanding commitment and compassion for those we serve.*
- *We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

*Revised 8-23-07*

**Riverbend Community Mental Health, Inc.**

**FINANCIAL STATEMENTS**

**June 30, 2018**



Riverbend Community Mental Health, Inc.  
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June 30, 2018

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Riverbend Community Mental Health, Inc.  
Concord, New Hampshire

### Report on the Financial Statements

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018 and 2017, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 through 18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in black ink that reads "Kittell, Brannagan + Sargent". The signature is written in a cursive, flowing style with a long horizontal stroke extending from the end of the name.

St. Albans, Vermont  
September 5, 2018

Riverbend Community Mental Health, Inc.  
STATEMENTS OF FINANCIAL POSITION  
June 30,

ASSETS

	<u>2018</u>	<u>2017</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,926,405	\$ 2,462,609
Client service fees receivable, net	1,221,980	1,071,565
Other receivables	501,028	656,002
Investments	7,580,964	7,433,862
Prepaid expenses	89,261	126,744
Tenant security deposits	23,836	23,763
<b>TOTAL CURRENT ASSETS</b>	<b>12,343,474</b>	<b>11,774,545</b>
<b>PROPERTY &amp; EQUIPMENT, NET</b>	<b>10,441,620</b>	<b>10,517,897</b>
<b>OTHER ASSETS</b>		
Interest rate swap	50,135	-
Investment in Behavioral Information Systems	101,340	100,893
<b>TOTAL OTHER ASSETS</b>	<b>151,475</b>	<b>100,893</b>
<b>TOTAL ASSETS</b>	<b>\$ 22,936,569</b>	<b>\$ 22,393,335</b>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 281,650	\$ 86,550
Accrued expenses	566,806	564,121
Tenant security deposits	23,961	23,763
Accrued compensated absences	723,251	660,849
Current portion of long-term debt	214,060	215,980
Deferred revenue	68,170	62,358
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,877,898</b>	<b>1,613,621</b>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	6,566,212	6,780,273
Unamortized debt issuance costs	(274,759)	(373,480)
Long-term debt, net of unamortized debt issuance costs	<b>6,291,453</b>	<b>6,406,793</b>
Interest rate swap liability	-	126,638
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>6,291,453</b>	<b>6,533,431</b>
<b>NET ASSETS</b>		
Unrestricted	11,416,536	10,802,587
Temporarily restricted	3,350,682	3,443,696
<b>TOTAL NET ASSETS</b>	<b>14,767,218</b>	<b>14,246,283</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 22,936,569</b>	<b>\$ 22,393,335</b>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
STATEMENTS OF OPERATIONS  
For the Years Ended June 30,

	2018			2017
	Unrestricted	Temporarily Restricted	All Funds	
<b>PUBLIC SUPPORT AND REVENUES</b>				
Public support -				
Federal	\$ 609,347	\$ -	\$ 609,347	\$ 1,440,068
State of New Hampshire – BBH	1,593,326	5,350	1,598,676	1,831,155
In-kind donations	170,784	-	170,784	170,784
Contributions	104,724	-	104,724	89,107
Other	789,533	-	789,533	711,444
Total Public Support	<u>3,267,714</u>	<u>5,350</u>	<u>3,273,064</u>	<u>4,242,558</u>
Revenues -				
Client service fees, net of provision for bad debts	20,872,012	-	20,872,012	19,421,000
Other	4,778,125	-	4,778,125	3,629,825
Net assets released from restrictions	182,224	(182,224)	-	-
Total Revenues	<u>25,832,361</u>	<u>(182,224)</u>	<u>25,650,137</u>	<u>23,050,825</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>29,100,075</u>	<u>(176,874)</u>	<u>28,923,201</u>	<u>27,293,383</u>
<b>PROGRAM AND ADMINISTRATIVE EXPENSES</b>				
Children and adolescents	5,361,920	-	5,361,920	4,947,705
Emergency services	1,036,643	-	1,036,643	1,117,305
ACT Team	1,562,392	-	1,562,392	1,366,877
Outpatient - Concord	4,369,800	-	4,369,800	4,248,373
Outpatient - Franklin	2,021,989	-	2,021,989	1,876,229
Multi-Service Team - Community Support Program	5,610,044	-	5,610,044	5,321,409
Mobile Crisis Team	2,224,997	-	2,224,997	1,821,258
Community Residence - Twitchell	954,765	-	954,765	912,165
Community Residence - Fellowship	586,760	-	586,760	554,297
Restorative Partial Hospital	601,282	-	601,282	564,378
Supportive Living - Community	1,363,857	-	1,363,857	1,296,510
Other Non-BBH	3,073,506	-	3,073,506	2,024,109
Administrative	(51,885)	-	(51,885)	197,289
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>28,716,070</u>	<u>-</u>	<u>28,716,070</u>	<u>26,247,904</u>
EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	<u>384,005</u>	<u>(176,874)</u>	<u>207,131</u>	<u>1,045,479</u>
<b>OTHER INCOME (EXPENSE)</b>				
Loss on Extinguishment of Debt	(138,302)	-	(138,302)	-
Investment Income	191,473	83,860	275,333	717,889
TOTAL OTHER INCOME	<u>53,171</u>	<u>83,860</u>	<u>137,031</u>	<u>717,889</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	437,176	(93,014)	344,162	1,763,368
NET ASSETS, BEGINNING OF YEAR	10,802,587	3,443,696	14,246,283	12,401,770
Change in fair value of interest rate swap	<u>176,773</u>	<u>-</u>	<u>176,773</u>	<u>81,145</u>
NET ASSETS, END OF YEAR	<u>\$ 11,416,536</u>	<u>\$ 3,350,682</u>	<u>\$ 14,767,218</u>	<u>\$ 14,246,283</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30,

	<u>2018</u>	<u>2017</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 344,162	\$ 1,763,368
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	878,768	844,950
Unrealized (gain) loss on investments	(100,619)	413,665
Loss on extinguishment of debt	138,302	
Changes in:		
Client service fee receivables	(150,415)	623,714
Other receivables	154,974	(268,781)
Prepaid expenses	37,483	(32,616)
Tenant security deposits	125	-
Restricted cash - Rural Development Fund	-	21,396
Accounts payable and accrued expenses	260,187	156,891
Deferred revenue	<u>5,812</u>	<u>(79,020)</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>1,568,779</u>	<u>3,443,567</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(811,994)	(524,069)
Investment activity, net	<u>(46,930)</u>	<u>(1,128,579)</u>
<b>NET CASH (USED) IN INVESTING ACTIVITIES</b>	<u>(858,924)</u>	<u>(1,652,648)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Debt issuance cost	(30,078)	-
Principal payments on long-term debt	<u>(215,981)</u>	<u>(346,495)</u>
<b>NET CASH (USED) BY FINANCING ACTIVITIES</b>	<u>(246,059)</u>	<u>(346,495)</u>
<b>NET INCREASE IN CASH</b>	463,796	1,444,424
<b>CASH AT BEGINNING OF YEAR</b>	<u>2,462,609</u>	<u>1,018,185</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 2,926,405</u>	<u>\$ 2,462,609</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 286,387</u>	<u>\$ 303,095</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Property

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

Grants

Riverbend receives a number of grants from and has entered into various contracts with the State of New Hampshire and the federal government related to the delivery of mental health services.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of Riverbend for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as expenses when expended for the specific purpose for which they were given.

In 2002, Riverbend developed an endowment fund to support current programs and to expand community mental health services in the future. These funds were raised through a capital campaign "Helping People Help Themselves".

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

In-Kind Donations

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue

Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, Riverbend analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.



Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, Riverbend provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after Riverbend has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$1,383,510 and \$1,251,893 as of June 30, 2018 and 2017, respectively. The allowance for doubtful accounts represents 53% and 54% of total accounts receivable as of June 30, 2018 and 2017, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2018 totaled \$20,872,012, of which \$20,409,790 was revenue from third-party payors and \$462,222 was revenue from self-pay clients.

Riverbend has agreements with third-party payors that provide payments to Riverbend at established rates. These payments include:

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Cenpatico

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Beacon Wellness

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire

Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Concord Hospital

Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Advertising

Advertising costs are expensed as incurred. Total costs were \$103,965 and \$89,117 at June 30, 2018 and 2017, respectively.

NOTE 2 CASH

At June 30, 2018 and 2017, the carrying amount of cash deposits was \$2,950,405 and \$2,486,372 and the bank balance was \$3,017,642 and \$2,602,200. Of the bank balance, \$1,050,649 and \$1,051,231 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$-0- and \$1,547,196 was covered by an irrevocable letter of credit with TD Bank, N.A., \$1,966,994 and \$-0- was offset by debt, and the remaining \$-0- and \$3,773 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2018</u>	<u>2017</u>
<b>ACCOUNTS RECEIVABLE - TRADE</b>		
Due from clients	\$ 937,441	\$ 828,085
Receivable from insurance companies	387,198	452,458
Medicaid receivable	1,089,321	871,840
Medicare receivable	191,871	171,355
Housing fees	<u>(341)</u>	<u>(280)</u>
	2,605,490	2,323,458
Allowance for doubtful accounts	<u>(1,383,510)</u>	<u>(1,251,893)</u>
	<u>\$1,221,980</u>	<u>\$1,071,565</u>

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 3 ACCOUNTS RECEIVABLE (continued)

	<u>2018</u>	<u>2017</u>
<b>ACCOUNTS RECEIVABLE - OTHER</b>		
Merrimack County Drug Court	\$ 146,425	\$ -
Concord Hospital	131,690	83,997
Federal Grant	99,216	224,981
Behavioral Information System - BIS	40,131	44,782
Beacon Health Options - MCO	32,836	-
Due from Penacook Assisted Living Facility	13,761	14,160
Other	<u>36,969</u>	<u>288,082</u>
	<u>\$ 501,028</u>	<u>\$ 656,002</u>

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

<u>2018</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 297,168	\$ -	\$ 297,168
U.S. Treasuries	49,426	496	49,922
Corporate Bonds	885,154	(25,303)	859,851
Exchange Traded Funds	3,874,998	329,768	4,204,766
Equities	111,042	(7,096)	103,946
Mutual Funds	<u>2,083,238</u>	<u>(17,927)</u>	<u>2,065,311</u>
	<u>\$7,301,026</u>	<u>\$ 279,938</u>	<u>\$7,580,964</u>
<u>2017</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 125,743	\$ -	\$ 125,743
U.S. Treasuries	49,600	605	50,205
Corporate Bonds	695,355	(8,639)	686,716
Exchange Traded Funds	4,129,848	343,103	4,472,951
Equities	106,543	(2,557)	103,986
Mutual Funds	<u>1,918,999</u>	<u>75,262</u>	<u>1,994,261</u>
	<u>\$7,026,088</u>	<u>\$ 407,774</u>	<u>\$7,433,862</u>

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 4 INVESTMENTS (continued)

Investment income (losses) consisted of the following at June 30.:

	<u>2018</u>	<u>2017</u>
Interest and dividends	\$ 195,629	\$ 211,788
Realized gains (losses)	221,703	117,466
Unrealized gains (losses)	(100,619)	413,665
Fee expenses	(41,827)	(39,404)
Returns from BIS	<u>447</u>	<u>14,374</u>
 TOTAL	 <u>\$ 275,333</u>	 <u>\$ 717,889</u>

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

**Basis of Fair Value Measurement**

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 6 . PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2018</u>	<u>2017</u>
Land	\$ 953,387	\$ 953,387
Buildings	14,886,509	14,843,708
Leasehold Improvements	410,706	351,960
Furniture and Fixtures	3,585,143	3,426,328
Equipment	1,686,694	1,423,269
Software licenses	162,848	162,848
CIP	<u>252,598</u>	<u>-</u>
	21,937,885	21,161,500
Accumulated Depreciation	<u>(11,496,265)</u>	<u>(10,643,603)</u>
 NET BOOK VALUE	 <u>\$ 10,441,620</u>	 <u>\$ 10,517,897</u>

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2018 and 2017, Riverbend paid BIS \$40,239 and \$43,135, respectively, for software support and services.

BIS owed Riverbend \$40,131 and \$44,782 at June 30, 2018 and 2017, respectively.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	<u>2018</u>	<u>2017</u>
Mortgage payable, \$105,350 note dated 2/17/00, secured by Kendall St. property. Interest at 0.0%, annual principal payments of \$5,268 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	\$ 5,706	\$ 10,974
Mortgage payable, \$175,842 note dated 1/30/03, secured by Pleasant St. property. Interest at 0.0%, annual principal payments of \$8,792 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	39,566	48,357
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,340,000	3,475,000
Note payable, New Hampshire Health and Education Facilities Authority, \$100,000 note dated January 2013. Monthly payments of principal and interest of \$1,709 at 1% interest. Matured January 2018.	-	11,922
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from \$55,000 in July 2017 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,395,000	-

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 8 LONG-TERM DEBT (continued)

	<u>2018</u>	<u>2017</u>
Bond payable, NHHEFA dated July 2008, interest at a fixed rate of 3.435% through a swap agreement expiring 7/1/2018, annual debt service payments of varying amounts ranging from \$45,000 in July 2012 to \$475,000 in July 2038. Matures July 2038. The bond was refinanced September 2017.	-	3,450,000
	<u>6,780,272</u>	<u>6,996,253</u>
Less: Current Portion	<u>(214,060)</u>	<u>(215,980)</u>
Long-term Debt	<u>6,566,212</u>	<u>6,780,273</u>
Less: Unamortized debt issuance costs	<u>(274,759)</u>	<u>(373,480)</u>
	<u>\$6,291,453</u>	<u>\$6,406,793</u>

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2019	\$ 214,060
2020	219,230
2021	228,792
2022	238,792
2023	244,397
Thereafter	<u>5,635,001</u>
	<u>\$ 6,780,272</u>

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for \$3,395,000 and expires September 1, 2028.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 9 DEFERRED INCOME

	<u>2018</u>	<u>2017</u>
Concord Hospital/Dartmouth Hitchcock	<u>\$ 68,170</u>	<u>\$ 62,358</u>

NOTE 10 LINE OF CREDIT

As of June 30, 2018, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be February 28, 2019 and the decision to review the line of credit will be at the sole discretion of the lender.

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

	<u>2018</u>	<u>2017</u>
Ongoing management and administrative services, recorded in other accounts receivable	<u>\$ 13,761</u>	<u>\$ 12,368</u>

Riverbend collected \$82,855 and \$86,729 for property management services and \$78,109 and \$63,463 for contracted housekeeping services from the affiliate during the years ended June 30, 2018 and 2017, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2018 and 2017, such contributions were \$297,889 and \$236,762, respectively.



Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 13 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2019	\$ 119,606
2020	121,226
2021	122,896
2022	124,616
2023	<u>91,610</u>
	<u>\$ 579,954</u>

Total rent expense for the years ended June 30, 2018 and 2017 was \$76,440 and \$30,371, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 5, 2018, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2018, have been incorporated into the financial statements herein.

**SUPPLEMENTARY INFORMATION**

Riverbend Community Mental Health Inc.  
 SCHEDULE OF FUNCTIONAL REVENUES  
 For the Year Ended June 30, 2018, with  
 Comparative Totals for 2017

	2018	Total	Total	Children &	Emergency	Restorative	Choice, RCA,		Multi-	Mobile	Comm.	Comm.	Comm.	Supp.	RCMH Mgmt.	Child Impact		Integrated	Section 1115	
	Total	Admin.	Programs	Adolescents	Services/ Assessment	Partial Hospital	Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Service Team	Crisis Team	Res. Twitchell	Res. Fellowship	Supp. Living	Fellowship	Services (Non-BBH)	Program (Non-BBH)	In-Shape (Non-BBH)	Care (Federal)	Waiver (Non-BBH)	2017
<b>PROGRAM SERVICE FEES</b>																				
Net Client Fees	\$ 462,222	\$ -	\$ 462,222	\$ 109,461	\$ 18,995	\$ 3,220	\$ 173,779	\$ 29,209	\$ 59,068	\$ 40,218	\$ 16,717	\$ (14,128)	\$ 20,451	\$ -	\$ -	\$ -	\$ 5,017	\$ 215	\$ -	\$ 462,795
HMO's	838,136	-	838,136	269,206	55,738	100	358,662	15,811	103,675	34,644	-	-	-	-	-	-	-	-	-	1,022,907
Blue Cross/Blue Shield	453,928	-	453,928	118,365	27,180	(538)	229,432	4,823	53,163	21,503	-	-	-	-	-	-	-	-	-	365,588
Medicaid	17,378,074	657,161	18,035,235	3,922,555	177,468	371,537	789,011	800,267	9,107,853	233,808	382,808	135,936	606,612	-	-	-	206,008	7,000	-	15,639,310
Medicare	898,815	-	898,815	-	2,858	7,778	215,738	23,058	448,962	2,494	-	(87)	-	-	-	-	-	14	-	742,256
Other Insurance	527,880	-	527,880	157,392	30,669	7,542	240,662	8,623	57,529	25,482	(29)	-	-	-	-	-	-	-	-	621,890
Other Program Fees	512,957	300	513,257	65,773	-	-	24,957	-	17,598	-	132,210	-	238,696	-	-	32,745	-	678	-	566,254
<b>PROGRAM SALES</b>																				
Service	4,778,125	-	4,778,125	-	1,031,302	-	1,467,647	-	4,544	-	-	-	-	-	960,825	-	-	-	1,294,007	3,543,066
<b>PUBLIC SUPPORT</b>																				
United Way	11,980	-	11,980	-	-	-	-	-	-	-	-	-	-	-	11,980	-	-	-	-	122,992
Local/County Gov't.	4,000	-	4,000	4,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000
Donations/Contributions	104,724	14,512	119,236	7,128	-	295	25,000	-	110	655	-	-	-	-	56,824	-	-	-	-	69,107
Other Public Support	713,884	68,274	782,158	24,970	1,366	-	487,551	-	27,892	92,330	400	-	727	-	-	1,506	6,682	100	-	598,921
DCYF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100
<b>FEDERAL FUNDING</b>																				
Other Federal Grants	573,100	-	573,100	-	3,854	-	-	182,501	-	-	-	-	-	-	-	-	-	386,745	-	1,285,297
PATH	36,247	-	36,247	-	-	-	-	-	-	-	-	-	36,247	-	-	-	-	-	-	36,250
<b>IN-KIND DONATIONS</b>																				
	170,784	-	170,784	5,200	-	-	-	-	-	-	144,886	-	20,698	-	-	-	-	-	-	170,784
<b>OTHER REVENUES</b>																				
BBH	59,869	3,328	63,197	5,283	968	48	7,826	1,030	5,391	86	26	-	321	-	35,500	-	64	-	-	190,881
	1,596,676	-	1,596,676	6,007	3,854	-	-	182,500	7,999	1,396,316	-	-	-	-	-	-	-	-	-	1,831,155
<b>TOTAL PROGRAM REVENUES</b>	<b>\$ 26,923,201</b>	<b>\$ 743,575</b>	<b>\$ 28,170,626</b>	<b>\$ 4,695,340</b>	<b>\$ 1,354,272</b>	<b>\$ 389,980</b>	<b>\$ 4,000,065</b>	<b>\$ 1,247,842</b>	<b>\$ 9,692,064</b>	<b>\$ 1,849,752</b>	<b>\$ 677,018</b>	<b>\$ 121,806</b>	<b>\$ 923,665</b>	<b>\$ -</b>	<b>\$ 1,084,929</b>	<b>\$ 34,311</b>	<b>\$ 219,771</b>	<b>\$ 394,782</b>	<b>\$ 1,294,007</b>	<b>\$ 27,293,363</b>

Riverbend Community Mental Health Inc.  
 SCHEDULE OF FUNCTIONAL EXPENSES  
 For the Year Ended June 30, 2018, with  
 Comparative Totals for 2017

	2018 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	Choices, RCA		Multi- Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	RCMH Mgmt. Service (Non-BBH)	Child Impact Program (Non-BBH)	In-Shape (Non-BBH)	Integrated Care (Federal)	Section 1115 Waiver (Non-BBH)	2017
							Inpatient, Autism, Drug Court (Non-Eligible)	ACT Team											
<b>PERSONNEL COSTS</b>																			
Salary & Wages	\$ 18,573,428	\$ 1,204,073	\$ 17,369,355	\$ 3,150,444	\$ 866,835	\$ 290,251	\$ 2,882,080	\$ 806,057	\$ 4,736,501	\$ 1,444,808	\$ 482,957	\$ -	\$ 723,863	\$ 718,600	\$ 24,700	\$ 158,490	\$ 228,402	\$ 867,711	\$ 16,635,711
Employee Benefits	3,786,178	241,635	3,544,543	738,441	100,230	80,868	358,135	267,351	1,081,858	258,982	122,317	-	179,583	85,419	1,400	50,752	74,748	146,474	3,242,542
Payroll Taxes	1,335,337	86,064	1,249,273	233,351	48,221	21,579	189,688	60,191	351,586	107,888	35,497	-	55,308	45,088	1,847	12,464	16,200	64,317	1,163,735
<b>PROFESSIONAL FEES</b>																			
Substitute Staff	132,400	33,813	98,587	-	-	-	18,000	-	-	-	-	-	-	-	-	-	80,677	-	23,744
Accounting	40,375	40,375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	44,855
Legal Fees	13,981	13,981	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	58,971
Other Prof. Fees/Consult.	1,045,952	136,729	909,223	56,032	1,426	12,481	103,106	6,488	56,380	7,481	600	575,027	1,991	4,315	1,668	3,541	51,250	27,327	1,014,785
<b>STAFF DEV. &amp; TRAINING</b>																			
Journals & Pub.	8,566	913	7,653	2,325	13	41	2,554	23	1,377	308	427	-	20	7	-	37	78	274	7,056
Conferences and Conv.	101,451	18,688	84,763	18,132	1,808	678	12,970	3,415	28,745	6,316	2,198	-	1,680	702	28	631	4,476	2,800	83,718
<b>OCCUPANCY COSTS</b>																			
Rent	98,057	12,198	85,861	18,109	-	2,883	35,898	680	727	-	-	-	-	5,162	2,881	-	-	20,141	53,789
Heating Costs	6,182	47,874	41,692	3,785	804	966	4,573	857	11,520	3,971	-	-	18,788	-	1,300	824	385	47,181	
Other Utilities	183,062	25,288	157,774	27,894	1,741	9,807	15,388	5,785	41,142	11,165	9,869	-	37,889	-	4,035	4,801	1,712	193,888	
Maintenance and Repairs	199,843	22,241	177,602	18,742	1,958	5,254	16,972	4,000	37,781	8,970	8,148	-	27,864	9	1	2,028	3,189	5,090	183,285
Taxes	5,540	-	5,540	-	-	-	-	-	-	-	-	-	5,540	-	-	-	-	-	5,087
Other Occupancy Costs	48,788	7,519	41,269	4,555	-	701	19,038	121	3,471	430	687	-	1,401	-	-	-	1,881	7,003	-
<b>CONSUMABLE SUPPLIES</b>																			
Office	257,800	79,335	178,465	42,144	4,521	3,313	25,850	9,289	49,307	13,997	5,724	-	7,481	2,802	123	2,295	3,915	8,034	339,588
Building/Household	32,034	4,547	27,487	6,743	378	2,782	1,172	7,786	8,300	8,247	-	-	6,322	18	1	340	854	798	48,518
Educational/Training	33,101	-	33,101	22,082	-	486	2,751	1,132	4,230	100	78	-	70	-	891	-	1,483	140	32,571
Food	93,188	20,718	72,470	3,805	322	19,713	5,738	548	5,088	13,734	18,702	-	2,377	224	18	230	673	1,168	80,456
Medical	41,934	241	41,693	297	22	40	32,478	85	1,724	1,310	735	-	475	-	5	3,801	721	47,988	
<b>ADVERTISING</b>	103,985	86,103	17,882	8,514	1,128	635	8,599	1,855	8,699	2,389	984	-	1,841	1,318	38	380	548	1,437	86,117
<b>PRINTING</b>	33,714	15,874	17,840	3,811	305	288	3,878	586	6,083	1,088	381	-	435	142	9	93	311	412	27,077
<b>TELEPHONE/</b>																			
<b>COMMUNICATIONS</b>	301,567	59,770	241,797	43,874	25,882	6,388	33,927	9,284	60,344	27,942	6,851	-	12,698	201	14	2,717	3,958	4,957	286,967
<b>POSTAGE/SHIPPING</b>	23,865	6,329	17,536	4,081	1,287	707	2,131	846	6,867	782	534	-	1,293	81	17	185	416	529	27,251
<b>TRANSPORTATION</b>																			
Staff	377,919	80,414	297,505	81,113	540	64	15,032	31,018	170,701	3,278	878	-	8,010	238	-	653	1,846	8,538	363,844
Clients	30,790	3,785	26,995	3,683	-	13,081	400	150	834	2,414	4,250	-	2,053	-	-	-	-	-	28,998
<b>INSURANCE</b>																			
Malpractice and Bonding	150,479	2,431	148,048	28,008	23,388	6,435	22,393	3,636	40,802	2,495	8,491	-	7,785	-	-	988	1,042	2,627	171,512
Vehicles	15,227	1,082	14,145	1,958	-	5,200	-	771	-	3,832	-	-	1,754	5	-	825	-	-	12,978
Comp. Property & Liab.	18,992	2,191	16,801	3,811	212	529	1,573	782	5,655	1,004	89	-	2,258	-	-	298	486	123	18,776
<b>INTEREST EXPENSE</b>	288,387	108,248	180,139	78,293	1,827	28,846	28,278	2,480	-	8,268	-	-	25,278	-	-	7,887	-	4,884	331,417
<b>IN-KIND EXPENSE</b>	170,784	-	170,784	5,200	-	-	-	-	-	-	144,888	-	20,898	-	-	-	-	-	170,784
<b>DEPRECIATION AND</b>																			
<b>AMORTIZATION</b>	878,788	73,229	805,559	212,022	20,912	27,562	105,401	40,079	172,088	88,345	11,064	-	80,913	7,874	408	21,680	18,085	21,204	816,828
<b>EQUIPMENT MAINTENANCE</b>	28,328	3,309	25,019	2,494	1,187	2,505	3,183	838	8,210	1,952	1,802	-	1,029	-	-	785	521	503	27,805
<b>MEMBERSHIP DUES</b>	55,169	38,544	16,625	2,883	515	3	4,478	87	2,228	4,730	1,770	-	3	-	-	-	-	130	48,901
<b>OTHER EXPENDITURES</b>	184,789	57,453	127,336	32,829	2,527	6,545	11,591	3,223	23,823	6,314	4,053	-	4,156	527	786	1,090	3,885	3,805	304,208
<b>TOTAL EXPENSES</b>	28,716,070	2,451,258	26,264,814	4,868,085	940,783	545,689	3,065,718	1,417,916	8,928,288	2,019,248	806,477	575,027	1,237,739	870,380	34,350	273,887	504,003	1,221,283	28,247,904
<b>ADMIN ALLOCATION</b>	-	(2,503,141)	2,503,141	495,825	85,890	55,602	404,082	144,478	705,745	205,740	88,288	11,733	128,118	88,884	1,717	27,807	51,355	-	-
<b>TOTAL PROGRAM</b>																			
<b>EXPENSES</b>	28,716,070	(51,885)	28,767,955	5,363,920	1,026,643	601,282	4,389,800	1,562,392	7,632,033	2,224,987	894,765	586,760	1,365,857	959,044	36,047	301,794	555,358	1,221,283	28,247,904
<b>SURPLUS/(DEFICIT)</b>	\$ 207,131	\$ 785,480	\$ (588,329)	\$ (886,580)	\$ 317,620	\$ (211,302)	\$ (389,735)	\$ (314,590)	\$ 2,260,051	\$ (375,245)	\$ (277,747)	\$ (484,952)	\$ (440,192)	\$ 125,885	\$ (1,738)	\$ (82,023)	\$ (186,578)	\$ 72,744	\$ 1,045,478

Riverbend Community Mental Health, Inc.  
**ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES**  
For the Year Ended June 30, 2018

	<u>Receivable From BBH Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable from BBH End of Year</u>
Contract Year, June 30, 2018	\$ 194,319	\$ 1,598,676	\$ (1,792,921)	\$ 74
<b>TOTALS</b>	<b><u>\$ 194,319</u></b>	<b><u>\$ 1,598,676</u></b>	<b><u>\$ (1,792,921)</u></b>	<b><u>\$ 74</u></b>

Analysis of Receipts:

<u>BBH &amp; Federal Fund Payments</u>			
07/28/17	\$ 93,195	01/17/18	147,607
08/01/17	516	01/24/18	127,125
08/10/17	4,340	02/06/18	22,643
08/10/17	151,321	02/06/18	168,996
08/10/17	80,989	02/16/18	13,674
08/10/17	65,538	03/08/18	21,117
08/17/17	23,400	03/08/18	152,453
10/11/17	262,730	03/19/18	6,879
10/13/17	6,848	03/19/18	13,579
10/13/17	26,301	03/19/18	903
10/13/17	46,704	04/06/18	10,924
10/26/17	108,692	04/06/18	20,818
12/01/17	121,388	04/06/18	151,983
12/14/17	128,229	04/27/18	51,712
12/22/17	7,708	05/01/18	16,369
12/22/17	8,277	05/01/18	29,012
12/22/17	33,014	05/15/18	8,778
12/22/17	1,350	05/15/18	303
12/22/17	5,000	05/15/18	157,064
12/22/17	60,216	06/04/18	10,900
12/22/17	5,000	06/04/18	808
12/31/17	2,013	06/11/18	107,866
01/17/18	3,304	06/19/18	2,164
01/17/18	14,190	06/19/18	750
01/17/18	23,681	06/20/18	1,049
		06/22/18	627
		Less: Federal Monies	<u>(737,127)</u>
			<b><u>\$ 1,792,921</u></b>

Riverbend Community Mental Health, Inc.  
ANALYSIS OF CLIENT SERVICE FEES  
For the Year Ended June 30, 2018

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 828,085	\$ 3,327,094	\$ (2,864,859)	\$ 153,712	\$ (506,593)	\$ 937,439
Blue Cross/Blue Shield	49,380	705,361	(251,433)	12,265	(434,499)	81,074
Medicaid	871,840	30,768,259	(13,390,198)	(617,533)	(16,543,045)	1,089,323
Medicare	171,355	885,567	(186,751)	1,512	(679,812)	191,871
Other insurance	403,078	2,229,296	(863,281)	(19,090)	(1,443,878)	306,125
Housing fees	<u>(280)</u>	<u>371,677</u>	<u>-</u>	<u>(2,649)</u>	<u>(369,090)</u>	<u>(342)</u>
TOTALS	<u>\$ 2,323,458</u>	<u>\$ 38,287,254</u>	<u>\$ (17,556,522)</u>	<u>\$ (471,783)</u>	<u>\$ (19,976,917)</u>	<u>\$ 2,605,490</u>

**Riverbend Community Mental Health, Inc.**

Leslie Walker, CPA, Chair
John Barthelmes, Vice Chair
James Doremus, Secretary
Peter Evers, President/CEO, <i>Ex Officio</i>
Andrea Beaudoin, Assistant Secretary
Frank Boucher
Leslie Combs
Ross Cunningham
Christopher Eddy
Lucy Hodder
Nicholas Larochelle
Aaron McIntire
Rabbi Robin Nafshi
Bradley Osgood
Paul Quitadamo
Glenn Shepherd
James Snodgrass
Carol Sobelson
Annmarie Timmins
Cinde Warmington
Robert Steigmeyer, <i>Ex Officio</i>

## **Peter John Evers**

### **Employment History:**

- |                              |  |
|------------------------------|--|
| October 2013-<br>Present     | Riverbend Community Mental Health, Inc.<br>Concord, NH<br>President/CEO<br>Vice President for Behavioral Health at Concord Hospital<br>Manage \$33 million mental health agency with 400 employees serving children, families and adults with outpatient, inpatient and residential services.<br>Manage 15 bed inpatient psychiatric unit and emergency psychiatric services at Concord Hospital.<br>Board member for Capital Region Health Care; NH Citizens Health Initiative, Leadership Advisory Council; Children's Behavioral Health Collaborative; Foundation for Healthy Communities; Concord Coalition to End Homelessness and State of NH Workforce Taskforce<br>Program development with the New Hampshire Division of Behavioral Health to design new initiatives to better serve the community.<br>Work with state and local government committees to advise legislators on the mental health needs of the community. |
| April 2010-<br>October 2013  | The Home for Little Wanderers<br>Boston MA<br>Vice President, Program Operations<br>Responsible for the operations of all The Home's programs in Eastern Mass. 600 Employees 20 Programs and a budget of \$32 Million.<br>Achievements: Part of a team that has brought financial stability to the program side of the organization during very difficult times for non profits. Turned a small surplus last 2 Financial Years. Diversified programmatic continuum of services and revenues streams to ensure that the agency is not reliant on revenue from large single sources.   |
| February 2007-<br>April 2010 | Department of Mental Health, Southeastern Area<br>Brockton, MA<br>Area Director<br>Responsibility and oversight of 1300 employees and a budget of \$112M to provide services to the mentally ill in Southeastern Mass. Region.<br>Oversight of 3 hospitals and 7 community based mental health centers providing an array of inpatient acute and outpatient services to people with mental illness. Management of all contracts with private sector providers in South Eastern Massachusetts   |



January 2004 - February 2007	Boston Emergency Services Team Clinical Director	Boston, MA
	Responsible for clinical oversight of psychiatric crisis intervention services for the City of Boston. Supervision of 5 components of service delivery with a mission to place those with psychiatric illness in appropriate services and levels of care.	
February 2003 - March 2004	Dimock Community Health Center Vice President, Behavioral Health	Roxbury, MA
	Responsible for administration of the Behavioral Health Cluster at Dimock which is the largest of all of the cluster providers in the Health Center, which employs 700 individuals in the Roxbury/Dorchester Area. The Behavioral Health Cluster has a budget of over \$10 million and employs in the region of 200 people. Programs include Emergency Psychiatric Evaluation, MR Residential, Addictions and Recovery Residential and Outpatient Programs and Mental Health Outpatient Programs.	
December 1998 - February 2003	Boston Emergency Services Team Director of Acute Care Services	Boston, MA
	Responsible for clinical and administrative operations for Dimock Community Health Center's Emergency Psychiatric Crisis Team, covering the areas of Dorchester, Roxbury and South Boston. Responsible for 24-hour coverage and response to requests for psychiatric evaluations in the community, residential group homes and hospital emergency rooms. Responsible for a budget in excess of \$3 million. Duties also included the running of a 30 bed Detoxification Unit in Roxbury. Responsible for budgets, hiring and firing of staff, performance improvement and utilization review.	
January 1998 - December 1998	Department of Social Services Area Director	Malden, MA
	As the Director of State Child Protection office covering 10 towns north of Boston with 100 employees, responsible for all cases of child protection and all budgetary matters. The office has a caseload of some 700 families and a foster care, home based and residential budget of over \$2 million. Oversaw child protection, adoption, substitute care residential care, community based initiatives, negotiation of all contracts with collateral agencies, responsibility for all personnel matters within the office and responsibility for all report and proposal writing within the office, including the proposal for the Multi-Disciplinary Treatment team, recruitment and set up.	
December 1995 - January 1998	Department of Social Services Area Program Manager	Roxbury, MA
April 1995 -	Boston Emergency Services Team	Boston, MA

January 1993	Psychiatric Crisis Clinician; Overnight shifts.	
November 1993 - December 1995	Department of Social Services Assessment Supervisor.	Roxbury, MA
July 1992 - November 1993	Roxbury Multi-Service Center Program Director.	Dorchester, MA
September 1990 - July 1992	Department of Social Services Assessment Worker	Allston, MA
June 1988 - August 1990	London Borough of Newham Social Services Department Social Worker working with children in long term care.	London

**Education History:**

1986-1988: University Of Kent at Canterbury, England  
M.S.W. Specializing in Psychology, Sociology, Social Policy and Psychotherapy.

1979-1983: Sheffield Hallam University, Sheffield, England.  
B.A. [with Honors] Economics and Business Studies.  
Specializing in Human Resource Management.

**Additional Qualification.**

C.Q.S.W. British Social Work License.  
L.I.C.S.W. #1031376  
LADC1 #1059

**Committees/Boards**

Board Member Massachusetts Association for Mental Health  
Member: Statewide Committee to Reduce Emergency Room Volume 2007-2010  
Member: Boston Public Health Commission; Project Launch for Children/My Child

References Available Upon Request.

## ALLAN MARK MOSES

### EMPLOYMENT:

April, 1981 - Present

RIVERBEND COMMUNITY MENTAL HEALTH, INC.  
Concord, NH

Sr.V.P.-Chief Financial  
Officer

Responsible for the administrative duties involving general supervision of all business management services.

Supervisory and administrative capacity involving the accounts receivable, accounts payable and general ledger aspects of this \$15 million non-profit organization. Instrumental in the design and implementation of the fiscal reporting via a newly purchased computer.

Liaison with external organizations involving negotiations and presentation of data.

Member of the Board's Finance Committee.

### EDUCATION:

1980

New Hampshire College, Manchester, NH  
Master of Business Administration - Management  
Summa Cum Laude

University of New Hampshire, Durham, NH  
Division of Continuing Education  
Graduate Studies - Counseling

1974

Ohio University, Athens, OH  
B.A. Social Work and Sociology

### PUBLICATIONS:

"Settlement Schools," Appalachia: Social Context Past and Present

An extensive research project undertaken in Kentucky, investigating thirteen settlement schools in an historical and future perspective.

**ACTIVITIES:**

Attendance at seminars concerning tax laws pertaining to non-profit corporations.

Attendance at conferences dealing with methods for successful grantsmanship.

Instructor with continuing education series at the New Hampshire Technical Institute and Concord Union School District.

**INTERESTS:**

Visited Mid-Eastern and European countries along with extensive United States traveling.

Photography, gardening, woodcrafts, aerobics.

**REFERENCES:**

References will be furnished upon request.

# Chris Mumford

## Experience

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2017-present

Riverbend Community Mental Health Center

Concord, NH

### Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with Insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

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2013-present

Riverbend Community Mental Health Center

Concord, NH

### CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

## Chris Mumford

- Collaboration with other program directors to assure positive and effective program interface.
  - Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
  - Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
  - Assures compliance with documentation and other quality assurance requirements.
  - Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
  - Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
  - Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
  - Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
  - Ongoing development and training around working with Borderline Personality Disorder.
  - Agency trainer for Adult Eligibility Determinations.
- 

2009-2013

Riverbend Community Mental Health Center

Concord, NH

### **Clinical Team Leader**

- Provided clinical and administrative supervision to 7 Adult Clinicians.
  - Provided licensure supervision to clinicians from other programs.
  - Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
  - Managed referrals for individual and group psychotherapy at CSP.
  - Managed the intake schedule for CSP.
  - Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
  - Served as interim NHH liaison and back-up to the NHH liaison.
  - Assured program adherence to HeM 401 regarding intakes and eligibility.
  - Provided individual psychotherapy to a caseload of up to 20.
  - Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
  - Served on the Clinical Records Committee.
  - Coordinated internship opportunities at CSP.
  - Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.
- 

2003-2009

Riverbend Community Mental Health Center

Concord, NH

### **Adult Clinician I, II, & III**

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

# Chris Mumford

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2002-2003

Riverbend Community Mental Health Center

Concord, NH

## **Residential Psychiatric Rehabilitation Specialist**

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
  - Medication support services
- 

2002-2003

New Hampshire Hospital

Concord, NH

## **Psychiatric Social Worker *Internship***

- Initial assessments on an admission unit.
  - Discharge coordination with numerous community agencies.
- 

2001-2002

Carroll County Mental Health  
Center

Wolfeboro, NH

## **Adult Clinician *Internship***

- Individual psychotherapy with adults living with severe mental illness.
  - Emergency Services assessment, intervention, and linkage.
  - Facilitated voluntary and involuntary psychiatric hospitalizations.
- Participation in DBT Skills group
- 

## **Education**

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2001-2003

University of New Hampshire

Durham, NH

## **Master of Social Work**

- Magna Cum Laude
- 

1994-1998

University of New Hampshire

Durham, NH

## **Bachelor of Arts in Psychology**

- Cum Laude
- 

## **Licensure**

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### **Licensed Independent Clinical Social Worker**

- March 17, 2007
  - License #1367
  - Provision of licensure supervision since 2007.
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## **References**

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References are available on request.

Jeffrey C. Fetter, MD

**Education**

August 1993-May 1997	Johns Hopkins University, Baltimore MD	BA
August 1997-May 2001	Case Western Reserve University, Cleveland OH	MD

**Postdoctoral Training**

June 2001-June 2006	Combined Internal Medicine and Psychiatry Residency Dartmouth-Hitchcock Medical Center, Lebanon NH
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June 2005-June 2006	Chief Med-Psych Resident Dartmouth-Hitchcock Medical Center, Lebanon NH
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**Licensure/Certification**

April 5, 2006-Jun 30, 2018	New Hampshire Medical License #13042
May 2017-May 2019	Basic Life Support
Jan 2018- Dec 31, 2028	Board Certified in Internal Medicine, Diplomate #255543
May 2010-May 2020	Board Certified in Psychiatry, Diplomate #60814
April 2010-present	Certified in Transcranial Magnetic Stimulation (Neurostar, Inc.)
Nov 2016-present	DEA Buprenorphine Waiver

**Academic Appointments**

Jan 2010 to present  
Adjunct Assistant Professor of Medicine and Psychiatry  
Geisel School of Medicine at Dartmouth

September 1, 2006-Jan 2010  
Assistant Professor of Medicine and Psychiatry  
Dartmouth Medical School

**Hospital Appointments and Clinical Responsibilities**

Oct 2018 – Present

**Chief Medical Officer**

Riverbend Community Mental Health Center

- Assertive Community Treatment Team Psychiatrist
- Admitting Privileges to Concord Hospital
- Integrated Delivery Network (IDN2) Medical Director
  - Medication Assisted Treatment for Substance Use Disorders
  - Psychopharmacology Services and Re-Entry initiatives for county inmates
  - Integrated Primary Care and Behavioral Health initiatives)

Concord, NH



Jan 2013-Sept 2018

**Chief Medical Officer**

- Supervision of Correctional Health Services
- Utilization Management
- Program Development
- Psychiatrist, Special Housing Unit

NH Department of Corrections

MHM Services, Inc.

Concord, NH

Feb 2015 to present

**Expert Witness: Independent Psychiatric Examiner and 135-C Physician's Certifications**  
Cheshire, Merrimack, Rockingham, and Hillsborough Counties Probate Courts

March 2013-July 2016

**EKG Interpretation Consultant**

Dartmouth Psychopharmacology Research Group

Feb 2010- Dec 2012

**Director of Consultation Psychiatry**

- Inpatient Psychiatry
- Consultation to Hospitalist and Emergency Room
- ECT, rTMS

Concord Hospital, Concord NH

July 2010-Dec 2012

**Cardiometabolic Psychiatry Clinic**

Riverbend Community Mental Health Center

Concord NH

July 2006-Jan 2010

**Attending Physician with Privileges in Psychiatry and Internal Medicine**

New Hampshire Hospital, Concord NH

August 2006-Jan 2013

**Consulting Physician with Privileges in Electroconvulsive Therapy**

Concord Hospital, Concord NH

Mar 2009-Feb 2010

**Chief, Cardiometabolic Psychiatry Consult Service**

New Hampshire Hospital, Concord NH

**Professional Leadership Positions**

Dec 2017-Present

Fellowship Committee, American College of Correctional Physicians

May 2014-May 2016  
Legislative Liaison, NH Psychiatric Society

May 2011-May 2015  
President, NH Psychiatric Society

Nov 2013-May 2016  
Executive Councilor, NH Medical Society

Mar 2009-Jan 2011  
Inpatient Psychiatry Liaison, NH Psychiatric Society

July 2007-Feb 2010  
Chair, Pharmacy and Therapeutics Committee, NH Hospital

July 2007-Feb 2010  
Chair, Metabolic Syndrome Work Group, NH Hospital

#### **Committee Assignments**

June 2003-2006	DHMC Graduate Medical Education Accreditation Committee
Apr-June 2004	Chair, DHMC Psychiatry Resident Curriculum Project
July-Dec 2005	DHMC Resident Work Hours Task Force
Aug 2006-Jan 2007	Pharmacy and Therapeutics Committee, NHH
October 2006-June 2007	Metabolic Syndrome Work Group, New Hampshire Hospital
January 2007-2010	Chair, Pharmacy and Therapeutics Committee, NHH
January 2007-2010	New Hampshire State Institutional Review Board
March 2007-2010	Medical Emergencies Committee, NHH
July 2007-2010	Chair, Metabolic Syndrome Work Group, NHH
Sept 2007-2010	Adverse Medication Events Review Committee, NHH
June 2009-Aug 2009	Defensive Measures Task Force, NHH
March 2010-Dec 2012	Pharmacy and Therapeutics Committee, Concord Hospital
July-October 2016	Special Legislative Commission on Syringe Service Programs
October 2013-Sept 2018	MHM Inc. Credentialing Committee

#### **Memberships**

American College of Correctional Physicians  
American Psychiatric Association  
New Hampshire Psychiatric Society  
New Hampshire Medical Society

#### **Awards and Honors**

April 2001	Case Western Reserve University Health Policy Competition, Honorable Mention
June 2003	Abraham Lenzner, MD Award for Excellence in Consultation Psychiatry

April 2005	Association of Medicine and Psychiatry Martin Fenton, MD Med-Psych Resident of the Year
April 2006	Dartmouth Medical School Department of Medicine Excellence in Teaching Award Nominee
May 2006	Dartmouth Medical School Students' Excellence in Teaching Award for Medicine Clerkship
May 2007	Emory University Future Leaders in Psychiatry
April 2017	NH Public Health Association's Friend of Public Health

### **Research Experience**

Principal Investigator: "N-3 Fatty Acids for hypertriglyceridemia in patients with schizophrenia taking atypical antipsychotics." Dartmouth Psychiatry Department Junior Clinical Investigator Research Award.

Site Investigator for New Hampshire Hospital: "Clozapine vs. Risperidone for People with First Episode Schizophrenia and Co-Occurring Substance Use Disorder," Dartmouth Psychopharmacology Research Group (A. Green, PI)

Collaborating Investigator: "Management of Risk of Relapse in Schizophrenia III," NIMH #MH41573 (S. Marder, PI)

Site Investigator for New Hampshire Hospital: "Pilot study for treatment of persistent psychotic symptoms in schizophrenia," feasibility study to prepare for NIMH funded randomized antipsychotic trial. Dartmouth Psychopharmacology Research Group (D. Noordsy, PI)

### **Teaching Experience**

May 2004	Conceived and Organized Psychotherapy Roundtable for Residents
June 2004 and 2005	Taught "Medical Emergencies for Psychiatry Interns" Lecture Series
June 2005-2006	Initiated and Facilitated Med-Psych Residents' Report
June 2006	"Inflammatory Bowel Disease and Mental Illness," Crohn's and Colitis Foundation Symposium at Dartmouth-Hitchcock Medical Center
2006-2010	Supervision of 3 <sup>rd</sup> year medical students on psychiatry clerkship Supervision of 2 <sup>nd</sup> year psychiatry residents Initiated and Organized Weekly Unit "Doc Talk" Seminar
Nov 2007	Internal Medicine Morbidity and Mortality Conference, White River Junction VA Medical Center
Sept 2008	NH Hospital Grand Rounds: "Cardiometabolic Risk and Mental Illness"
May 2009	Dartmouth PRC Seminar: "N-3 Fatty Acids for High Triglycerides in Patients Taking Atypical Antipsychotics"
May 2010	CH Grand Rounds: "Consultation Psychiatry"
May 2010	"Severe Depression and Cardiovascular Disease" New England ECT Annual Meeting
Oct 2011-2013	CH Simulation Center Course "Psychiatric Emergencies: De-escalation"; Conceived and Executed Course; Filmed Video Training
May 2012	NH Hospital Grand Rounds: "Inpatient Violence"

Oct 2012	NH Medical Society Annual Scientific Meeting: "Obesity and Mental Health"
Feb 2012	Concord Hospital Grand Rounds: "Psychiatric Perspectives on Obesity"
Nov 2013	NH Medical Society Annual Scientific Meeting: "Mental Illness: Skills Every Physician Should Have"
Nov 2013	Concord Hospital Symposium: "Inpatient Violence"
Jan 2015	NH Hospital Grand Rounds: "Correctional Medicine Update"
Feb 2017	NH DOC Grand Rounds: "SHU and Analogue Environments"
March 2017	Northern NH SWAT Team Hostage Negotiation Training Exercise
Oct 2018	Association of Medicine and Psychiatry National Meeting, Chicago IL: "Correctional Medicine"

### **Original Articles:**

- Fetter, JC. Implementing a Correctional Electronic Medical Record. *CorDocs: Newsletter of the American College of Correctional Physicians*. 2017;20(2)
- Fetter, JC. Chronic Pain. *CorDocs: Newsletter of the American College of Correctional Physicians*. 2016;19(2)
- Fetter JC, Brunette M, Green A. N3 Fatty Acids for Hypertriglyceridemia in Patients Taking Second Generation Antipsychotics. *Clinical Schizophrenia and Related Psychoses*. Summer 2013 73-77A
- Fetter JC, Bartels SJ, Parker C. A cardiometabolic psychiatry consultation service in a state psychiatric hospital. *Prim Care Companion of CNS Disorders* 2011; 13(2)
- Fetter JC. Diagnosing and Managing Violence. *Prim Care Companion J of CNS Disorders*. 2011;13(5)
- Shagoury P, Currier M, Bemis R, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A chart review. *Prim Care Companion to J Clin Psych*; 2010; 12(6)
- Shagoury P, Currier M, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A case study. *Prim Care Companion to J Clin Psych* 2010; 12(3)e1
- Fetter JC. Mirtazapine for MDMA-Induced Depression. *Am J Addict*. 2005 May-Jun;14(3):300-1
- Denard PJ, Fetter JC, Zacharski LR. Rectus sheath hematoma complicating low-molecular weight heparin therapy. *Int J Lab Hematol*. 2007 Jun;29(3):190-4.
- Fetter JC. Psychosocial Response to Mass Casualty Terrorism: Guidelines for Physicians. *Primary Care Companion to J Clin Psychiatry* 2005; 7(2): 49-52
- Fetter JC, Askland KD. Antidepressants for Bipolar Depression. *Am J Psychiatry* 2005 Aug; 162(8): 1546

Fetter JC. Weight gain and quality of life among patients taking antipsychotics. *Psychiatr Serv.* 2003 Jul;54(7):1041

Fetter JC. The Gift of Therapy: A Letter to a New Generation of Therapists and their Patients. *Prim Care Companion J Clin Psychiatry.* 2006; 8(3): 181

**Poster Presentations:**

Fetter JC, Barton E, Grattan V. Hepatitis C Treatment in a Correctional System: 10 Years' Experience. Presented at National Committee for Correctional Health Care National Conference, October 2014

Fetter JC, Gillock KL, Friedman M, Howard J. Adiposity and Chronic Traumatic Stress. Presented at Association for Medicine and Psychiatry Annual Meeting, Los Angeles CA, 2006

Fetter JC, Bartels S. Developing a Medication Algorithm for Second Generation Antipsychotic-Induced Metabolic Effects.  
Presented at Future Leaders in Psychiatry, Atlanta GA 2007

**Scientific Sessions:**

Chair, "Weight Gain and Mental Illness"

American Psychiatric Association General Meeting, New Orleans, 2010

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Name of Program: MOBILE CRISIS SERVICES & SUPPORT FOR OPIOD USE DISORDER

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Peter Evers	President/CEO	\$219,407	4.80%	\$10,530
Allan M. Moses	Sr. VP/CFO	\$145,000	10.80%	\$15,658
Chris Mumford	Sr. VP/COO	\$115,000	12.00%	\$13,799
Jeffrey Fetter	Medical Director	\$250,000	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$39,987</b>

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-05)



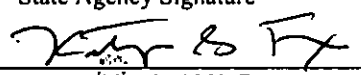
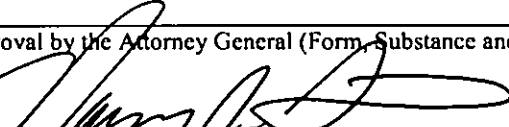
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street, 2nd floor Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PHILIP WYZICK CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>July 25, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace GIGI A. BATCHELDER, Notary Public My Commission Expires May 1, 2024			
1.14 State Agency Signature  Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory Katy S Fox, Director	
1.16 Approval: by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>8/9/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



## **Exhibit A**

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.
    - 2.2.9.2. Securing utilities.

*PPW*



## Exhibit A

- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.
  - 2.4.3. Feedback from landlords.



## Exhibit A

- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
- 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
- 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.



## Exhibit A

- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.
  - 4.1.3. Resolutions of barriers experienced.



## Exhibit A

- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.
  - 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.





**Exhibit A**

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- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

*PKW*

7-25-19



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Monarch Family Services  
 Budget Request for: Housing Bridge Subsidy Program Services  
 Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -	\$ 875.00	\$ -	\$ 875.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
<b>TOTAL</b>	\$ 66,788	\$ 7,292	\$ 74,080	\$ -	\$ -	\$ -	\$ 66,788	\$ 7,292	\$ 74,080

Indirect As A Percent of Direct 12.0%

*DFW*  
 Contractor Initials  
 Date 2.25.19

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: FY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144.00	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 18,543.00	\$ -	\$ 18,543.00	\$ -	\$ -	\$ -	\$ 18,543.00	\$ -	\$ 18,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 980.00	\$ -	\$ 980.00	\$ -	\$ -	\$ -	\$ 980.00	\$ -	\$ 980.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
12. Subcontract/Acquirements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660.00	\$ -	\$ 660.00
14. Admin	\$ -	\$ 8,722.00	\$ 8,722.00	\$ -	\$ 8,722.00	\$ 8,722.00	\$ -	\$ 8,722.00	\$ 8,722.00
<b>TOTAL</b>	<b>\$ 81,817</b>	<b>\$ 8,722</b>	<b>\$ 90,539</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,817</b>	<b>\$ 8,722</b>	<b>\$ 90,539</b>

Indirect As A Percent of Direct 17.0%

*[Signature]*  
 Contractor Initials  
 Date 7-25-15



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials     *JKW*    

Date 7-25-19



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C – Special Provisions

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including; but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C – Special Provisions

Contractor Initials                     

Date 7.25.19





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

*DFW*



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

*OPW*



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Exhibit C-1 – Revisions/Exceptions to Standard Contract Language Contractor Initials

*PPW*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

7/25/19  
Date

Phyllis Klyde  
Name:  
Title: CEO

Vendor Initials PK

Date 7-25-19



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

7/25/19  
Date

Philip W. [Signature]  
Name:  
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

7/25/19  
Date

Philip Appel  
Name:  
Title: CEO

Vendor Initials

PJA  
Date 7.25.19





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

A handwritten signature in black ink, appearing to be "P. J. W.", written over a horizontal line.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/25/19  
Date

[Signature]  
Name:  
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials [Signature]



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

7/25/19  
Date

Philip W. [Signature]  
Name:  
Title: CEO

Vendor Initials [Signature]  
Date 7-25-19



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Vendor initials JKW

Date 7.25.19



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

*PKJ*



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.





Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Moradach Family Surco  
- Name of the Vendor

[Signature]  
Signature of Authorized Representative

PHILIP WYLIK  
Name of Authorized Representative

CEO  
Title of Authorized Representative

7/25/19  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/25/19  
Date

Philip Wyzel  
Name:  
Title: (ED)

Vendor Initials PKW  
Date 7.25.19



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073966699
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

*PKW*



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

*ppw*  
7-25-17

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

*PTJ*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*npw*

7.25.15

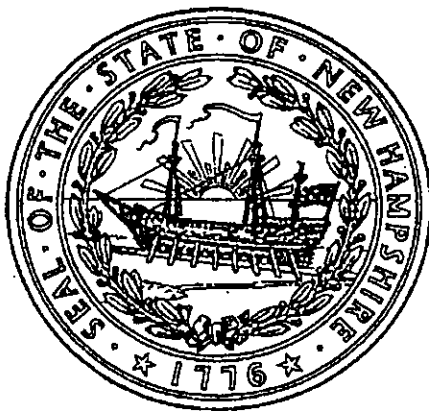
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62930

Certificate Number: 0004518006



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, MICHAEL R. CAGELSTOWSKI, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Monadnock Family Services  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7/25/19:  
(Date)

**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25 day of July, 2019  
(Date Contract Signed)

4. Philip Wyzik is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE  
County of NH

The forgoing instrument was acknowledged before me this 25 day of July, 2019.

By MICHAEL R. CAGELSTOWSKI  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL) **GIGI A. BATCHELDER, Notary Public**  
**My Commission Expires May 1, 2024**

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

MONAD-1

OP ID: JB

DATE (MM/DD/YYYY)

09/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Greg Meyer	Phone: 603-424-9901 Fax: 866-848-1223	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-424-9901 E-MAIL ADDRESS: Certificates@BBNHIns.com FAX (A/C, No): 866-848-1223
	<b>INSURED</b> Monadnock Family Services 64 Main Street Keene, NH 03431	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Massachusetts Bay Insurance Co		22306
<b>INSURER B:</b> Allmerica Financial Benefit		41840
<b>INSURER C:</b> *Hanover Insurance Company		22292
<b>INSURER D:</b> Technology Insurance Co Inc		42376
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSR L WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	ZDVD360398-01	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		AWVD360674-01	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB		UHVD360401-01	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TWC3732310 3A STATE: NH	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		N/A				
A	Human Services Professional Liab		ZDVD360398-01	09/01/2018	09/01/2019	Each Occ 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability: Certificate holder is an additional insured when required by written contract. Employees & Volunteers are an additional insured.

See page 2 notes:

**CERTIFICATE HOLDER**

NH DHHS  
 129 Pleasant Street  
 Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Julie Bernier*

**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME **Monadnock Family Services**

**MONAD-1**  
OP ID: JB

PAGE 2  
DATE 09/27/18

All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere



# Our Mission



Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.



*Financial Statements*

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**MONADNOCK FAMILY SERVICES, INC.**

**FOR THE YEARS ENDED  
JUNE 30, 2018 AND 2017  
AND  
INDEPENDENT AUDITORS' REPORT**

**MONADNOCK FAMILY SERVICES, INC.**

**JUNE 30, 2018 AND 2017**

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**SUPPLEMENTARY INFORMATION**

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To the Board of Directors of  
Monadnock Family Services, Inc.  
Keene, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2018, and the changes in its net assets, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 11, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

### Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 16 - 18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, Mc Donnell & Roberts  
Professional Association*

October 5, 2018  
Wolfeboro, New Hampshire

**MONADNOCK FAMILY SERVICES, INC.****STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>ASSETS</b>			<b>2018</b>	<b>2017</b>
	<b>Unrestricted</b>	<b>Temporarily Restricted</b>	<b>Permanently Restricted</b>	<b>Total</b>	<b>Total</b>
<b>CURRENT ASSETS</b>					
Cash and equivalents	\$ 1,207,709	\$ 45,932	\$ -	\$ 1,253,641	\$ 1,234,852
Accounts receivable:					
Client fees	190,060	-	-	190,060	245,406
Medicaid and Medicare	259,762	-	-	259,762	242,189
Insurance	60,994	-	-	60,994	85,693
Other	113,609	-	-	113,609	50,617
Allowance for doubtful accounts	(267,102)	-	-	(267,102)	(331,424)
Prepaid expenses	57,163	-	-	57,163	65,043
Due from affiliates	-	-	-	-	6,129
Total current assets	<u>1,622,195</u>	<u>45,932</u>	<u>-</u>	<u>1,668,127</u>	<u>1,598,505</u>
<b>PROPERTY</b>					
Furniture, fixtures and equipment	475,199	-	-	475,199	485,342
Vehicles	183,790	-	-	183,790	183,582
Building and leasehold improvements	<u>159,459</u>	<u>-</u>	<u>-</u>	<u>159,459</u>	<u>120,622</u>
Total	818,448	-	-	818,448	789,546
Less accumulated depreciation	<u>661,425</u>	<u>-</u>	<u>-</u>	<u>661,425</u>	<u>611,531</u>
Property, net	<u>157,023</u>	<u>-</u>	<u>-</u>	<u>157,023</u>	<u>178,015</u>
<b>OTHER ASSETS</b>					
Interest in net assets of Foundation	<u>588,197</u>	<u>159,071</u>	<u>81,214</u>	<u>828,482</u>	<u>633,988</u>
Total other assets	<u>588,197</u>	<u>159,071</u>	<u>81,214</u>	<u>828,482</u>	<u>633,988</u>
Total assets	<u>\$ 2,367,415</u>	<u>\$ 205,003</u>	<u>\$ 81,214</u>	<u>\$ 2,653,632</u>	<u>\$ 2,410,508</u>
	<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 69,235	\$ -	\$ -	\$ 69,235	\$ 103,447
Accrued salaries, wages, and related expenses	338,323	-	-	338,323	304,210
Refundable advance	461,097	-	-	461,097	572,811
Other current liabilities	65,521	-	-	65,521	19,451
Due to affiliates	<u>187,225</u>	<u>-</u>	<u>-</u>	<u>187,225</u>	<u>144,601</u>
Total liabilities	<u>1,121,401</u>	<u>-</u>	<u>-</u>	<u>1,121,401</u>	<u>1,144,520</u>
<b>NET ASSETS</b>					
Unrestricted	1,246,014	-	-	1,246,014	970,699
Temporarily restricted	-	205,003	-	205,003	214,075
Permanently restricted	-	-	81,214	81,214	81,214
Total net assets	<u>1,246,014</u>	<u>205,003</u>	<u>81,214</u>	<u>1,532,231</u>	<u>1,265,988</u>
Total liabilities and net assets	<u>\$ 2,367,415</u>	<u>\$ 205,003</u>	<u>\$ 81,214</u>	<u>\$ 2,653,632</u>	<u>\$ 2,410,508</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
<b>CHANGES IN NET ASSETS</b>					
<b>Public support and revenue</b>					
Program service fees	\$ 8,447,297	\$ -	\$ -	\$ 8,447,297	\$ 8,053,043
Federal funding	679,095	-	-	679,095	578,575
Donations	251,949	-	-	251,949	250,147
United Way	191,208	-	-	191,208	188,952
Local/County government	197,247	-	-	197,247	212,210
Program sales	72,424	-	-	72,424	87,051
Other public support	38,490	-	-	38,490	118,687
Rental income	2,807	-	-	2,807	5,635
Net gain on beneficial interest in Foundation	184,879	9,615	-	194,494	50,150
Other income	<u>9,055</u>	<u>-</u>	<u>-</u>	<u>9,055</u>	<u>15,570</u>
	10,074,451	9,615	-	10,084,066	9,560,020
Net assets released from restriction	<u>18,687</u>	<u>(18,687)</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total public support and revenue</b>	<u>10,093,138</u>	<u>(9,072)</u>	<u>-</u>	<u>10,084,066</u>	<u>9,560,020</u>
<b>Expenses</b>					
<b>Program services</b>					
Children & adolescents	2,186,563	-	-	2,186,563	2,327,381
Multi-service team	1,507,656	-	-	1,507,656	1,464,431
ACT team	858,393	-	-	858,393	721,194
Other non-BBH	764,141	-	-	764,141	889,734
Emergency services/assessment	704,342	-	-	704,342	646,191
Maintenance	699,037	-	-	699,037	744,086
Community residence	439,231	-	-	439,231	400,255
Older adult services	431,845	-	-	431,845	324,549
Intake	262,311	-	-	262,311	243,282
Supportive living	174,787	-	-	174,787	176,104
Non-eligibles	148,998	-	-	148,998	120,586
Vocational services	116,884	-	-	116,884	124,503
Community education & training	56,446	-	-	56,446	89,958
Restorative partial hospital	52,123	-	-	52,123	51,814
<b>Supporting activities</b>					
Administration	<u>1,415,066</u>	<u>-</u>	<u>-</u>	<u>1,415,066</u>	<u>956,833</u>
<b>Total expenses</b>	<u>9,817,823</u>	<u>-</u>	<u>-</u>	<u>9,817,823</u>	<u>9,280,901</u>
<b>CHANGES IN NET ASSETS</b>	275,315	(9,072)	-	266,243	279,119
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>970,699</u>	<u>214,075</u>	<u>81,214</u>	<u>1,265,988</u>	<u>986,869</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,246,014</u>	<u>\$ 205,003</u>	<u>\$ 81,214</u>	<u>\$ 1,532,231</u>	<u>\$ 1,265,988</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.****STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Change in net assets	\$ 275,315	\$ (9,072)	\$ -	\$ 266,243	\$ 279,119
Adjustments to reconcile change in net assets to net cash from operating activities:					
Depreciation and amortization	66,140	-	-	66,140	68,151
Change in allowance for doubtful accounts	(64,322)	-	-	(64,322)	(32,839)
Gain on beneficial interest in Foundation	(184,879)	(9,615)	-	(194,494)	(50,150)
Gain on sale of property	-	-	-	-	(250)
(Increase) decrease in assets:					
Accounts receivable	(520)	-	-	(520)	211,707
Prepaid expenses	7,880	-	-	7,880	(16,726)
Increase (decrease) in liabilities:					
Accounts payable	(34,212)	-	-	(34,212)	6,321
Accrued salaries, wages, and related expenses	34,113	-	-	34,113	632
Refundable advance	(111,714)	-	-	(111,714)	508,381
Other current liabilities	<u>46,070</u>	<u>-</u>	<u>-</u>	<u>46,070</u>	<u>(26,633)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>33,871</u>	<u>(18,687)</u>	<u>-</u>	<u>15,184</u>	<u>947,713</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Increase in due to affiliates, net	48,753	-	-	48,753	155,133
Procees from sale of property	-	-	-	-	250
Property and equipment additions	<u>(45,148)</u>	<u>-</u>	<u>-</u>	<u>(45,148)</u>	<u>(78,662)</u>
<b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>	<u>3,605</u>	<u>-</u>	<u>-</u>	<u>3,605</u>	<u>76,721</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>					
Repayments on demand notes payable	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(150,000)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(150,000)</u>
<b>NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS</b>	37,476	(18,687)	-	18,789	874,434
<b>CASH AND EQUIVALENTS, BEGINNING OF YEAR</b>	<u>1,170,233</u>	<u>64,619</u>	<u>-</u>	<u>1,234,852</u>	<u>360,418</u>
<b>CASH AND EQUIVALENTS, END OF YEAR</b>	<u>\$ 1,207,709</u>	<u>\$ 45,932</u>	<u>\$ -</u>	<u>\$ 1,253,641</u>	<u>\$ 1,234,852</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>					
Cash paid for interest				<u>\$ 422</u>	<u>\$ 3,131</u>

See Notes to Financial Statements



**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 470,700	\$ 1,413,182	\$ 305,054	\$ 179,079	\$ 478,729	\$ 32,848
Employee benefits	90,023	350,686	46,703	38,743	115,123	15,426
Payroll taxes	34,641	103,798	22,519	13,421	34,761	1,941
<b>PROFESSIONAL FEES</b>						
Substitute staff	10,169	8,189	295	191	3,770	-
Audit fees	3,078	9,838	1,713	1,396	2,504	190
Legal fees	710	3,651	651	57	192	61
Other professional fees	2,206	945	-	-	34	-
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	34	345	26	33	25	-
In-service training	72	112	-	-	67	-
Conferences and conventions	3,110	2,267	741	849	753	165
Other staff development	430	2,133	93	125	323	-
<b>OCCUPANCY COSTS</b>						
Rent	46,289	133,513	21,256	13,565	32,494	31
Heating costs	-	2,138	-	238	-	-
Repairs and maintenance	898	668	534	350	848	8
Other occupancy costs	6,900	21,773	3,126	2,590	4,683	74
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	2,785	4,551	1,501	1,317	2,398	77
Building and household	558	478	318	265	535	69
Educational and training	-	358	-	-	-	-
Food	383	7,381	391	212	299	-
Medical supplies	598	268	6,030	4	613	28
Other consumable supplies	1,929	3,566	735	496	1,777	62
<b>DEPRECIATION</b>	1,552	4,798	856	713	1,279	81
<b>EQUIPMENT RENTAL</b>	1,692	6,567	725	1,428	538	40
<b>EQUIPMENT MAINTENANCE</b>	546	1,687	320	276	439	27
<b>ADVERTISING</b>	215	283	81	104	72	5
<b>PRINTING</b>	155	485	41	30	73	1
<b>TELEPHONE</b>	8,539	29,333	4,999	3,958	9,876	448
<b>POSTAGE</b>	968	2,716	370	211	608	10
<b>TRANSPORTATION</b>						
Staff	1,518	37,840	8,683	260	5,108	198
Clients	186	632	103	-	31	-
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	7	7,222	1	3	4	-
<b>INSURANCE</b>						
Malpractice and bonding	4,335	10,364	2,137	948	3,776	132
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	3,156	10,048	1,715	1,391	2,543	194
<b>MEMBERSHIP DUES</b>	248	-	26	38	-	-
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>CONTRIBUTION EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	407	4,748	102	20	67	7
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 699,037</u>	<u>\$ 2,186,563</u>	<u>\$ 431,845</u>	<u>\$ 262,311</u>	<u>\$ 704,342</u>	<u>\$ 52,123</u>

See Notes to Financial Statements

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 70,577	\$ 97,881	\$ 935,566	\$ 579,827	\$ 287,746	\$ 5,881
Employee benefits	15,135	27,841	202,777	93,354	69,631	2,386
Payroll taxes	5,175	7,128	68,554	41,903	21,305	406
<b>PROFESSIONAL FEES</b>						
Substitute staff	967	57	15,034	727	495	164,439
Audit fees	364	586	6,738	3,968	1,800	78
Legal fees	96	124	1,896	1,131	537	462
Other professional fees	7	-	68,073	-	5	-
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	5	4	651	154	4	-
In-service training	14	-	217	-	10	-
Conferences and conventions	139	287	4,318	4,558	424	3
Other staff development	26	302	416	85	119	-
<b>OCCUPANCY COSTS</b>						
Rent	16,418	6,704	61,196	65,852	7,449	351
Heating costs	-	-	-	-	-	-
Repairs and maintenance	66	141	997	1,303	1,269	4
Other occupancy costs	702	1,022	9,845	10,815	261	71
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	314	525	6,976	3,496	808	41
Building and household	21	101	539	766	3,490	4
Educational and training	-	-	150	-	-	-
Food	171	92	2,592	710	19,340	3
Medical supplies	119	1	2,362	69	974	-
Other consumable supplies	263	310	6,496	1,802	687	77
<b>DEPRECIATION</b>	172	281	3,092	1,999	3,993	41
<b>EQUIPMENT RENTAL</b>	76	626	3,483	854	378	16
<b>EQUIPMENT MAINTENANCE</b>	68	117	1,372	727	2,333	6
<b>ADVERTISING</b>	36	49	383	241	90	2
<b>PRINTING</b>	17	19	398	105	34	14
<b>TELEPHONE</b>	2,366	1,707	29,202	16,005	7,794	130
<b>POSTAGE</b>	59	133	1,721	956	211	98
<b>TRANSPORTATION</b>						
Staff	2,366	1,323	29,095	10,894	1,046	46
Clients	-	-	110	248	687	-
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	53	1	24,158	8,829	59	-
<b>INSURANCE</b>						
Malpractice and bonding	693	398	11,273	2,718	1,531	61
Vehicles	-	-	111	-	992	-
Comprehensive property and liability	376	584	6,860	3,971	1,785	93
<b>MEMBERSHIP DUES</b>	-	612	172	-	-	-
<b>INTEREST EXPENSE</b>	-	-	-	-	-	-
<b>CONTRIBUTION EXPENSE</b>	-	-	-	-	-	-
<b>OTHER</b>	23	42	833	326	1,944	74
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>\$ 116,884</u>	<u>\$ 148,998</u>	<u>\$ 1,507,656</u>	<u>\$ 858,393</u>	<u>\$ 439,231</u>	<u>\$ 174,787</u>

See Notes to Financial Statements

**MONADNOCK FAMILY SERVICES, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Community Education & Training	Other Non-BBH	Total Programs	Administraction	2018 Totals	2017 Totals
<b>PERSONNEL COSTS</b>						
Salaries and wages	\$ 41,398	\$ 398,588	\$ 5,297,056	\$ 604,669	\$ 5,901,725	\$ 5,514,068
Employee benefits	3,887	81,019	1,152,734	116,516	1,269,250	1,349,111
Payroll taxes	3,228	29,604	388,384	44,648	433,032	404,046
<b>PROFESSIONAL FEES</b>						
Substitute staff	-	-	204,333	285	204,618	232,457
Audit fees	360	2,950	35,563	2,536	38,099	37,800
Legal fees	-	407	9,975	5,106	15,081	6,955
Other professional fees	-	15,964	87,234	47,797	135,031	63,799
<b>STAFF DEVELOPMENT AND TRAINING</b>						
Journals and publications	-	616	1,897	1,460	3,357	2,447
In-service training	-	-	492	-	492	747
Conferences and conventions	-	912	18,526	2,119	20,645	26,339
Other staff development	51	586	4,689	1,217	5,906	3,691
<b>OCCUPANCY COSTS</b>						
Rent	3,788	65,088	473,994	100,780	574,774	576,685
Heating costs	-	-	2,376	-	2,376	-
Repairs and maintenance	-	1,400	8,486	518	9,004	5,692
Other occupancy costs	559	3,699	66,120	21,669	87,789	78,707
<b>CONSUMABLE SUPPLIES</b>						
Office supplies and equipment	120	3,153	28,062	7,086	35,148	46,721
Building and household	97	1,842	9,083	612	9,695	12,003
Educational and training	-	-	508	-	508	102
Food	-	17,206	48,780	279	49,059	55,748
Medical supplies	32	879	11,977	-	11,977	9,535
Other consumable supplies	81	8,973	27,254	12,355	39,609	31,802
<b>DEPRECIATION</b>	179	41,042	60,078	6,062	66,140	68,151
<b>EQUIPMENT RENTAL</b>	90	617	17,130	2,390	19,520	20,748
<b>EQUIPMENT MAINTENANCE</b>	19	827	8,764	26,049	34,813	29,780
<b>ADVERTISING</b>	10	4,834	6,405	33,413	39,818	45,500
<b>PRINTING</b>	-	6,567	7,939	1,040	8,979	5,627
<b>TELEPHONE</b>	1,693	13,047	129,097	14,149	143,246	114,140
<b>POSTAGE</b>	3	2,800	10,864	1,697	12,561	11,432
<b>TRANSPORTATION</b>						
Staff	279	1,457	100,113	6,363	106,476	103,825
Clients	-	22,598	24,595	797	25,392	27,366
<b>ASSISTANCE TO INDIVIDUALS</b>						
Client services	-	3,859	44,196	-	44,196	52,861
<b>INSURANCE</b>						
Malpractice and bonding	193	2,038	40,597	1,804	42,401	72,397
Vehicles	-	2,976	4,079	-	4,079	8,491
Comprehensive property and liability	379	3,318	36,413	2,749	39,162	50,968
<b>MEMBERSHIP DUES</b>	-	331	1,427	2,332	3,759	5,819
<b>INTEREST EXPENSE</b>	-	-	-	422	422	3,131
<b>CONTRIBUTION EXPENSE</b>	-	-	-	325,000	325,000	150,000
<b>OTHER</b>	-	24,944	33,537	21,147	54,684	52,210
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 56,446</b>	<b>\$ 764,141</b>	<b>\$ 8,402,757</b>	<b>\$ 1,415,066</b>	<b>\$ 9,817,823</b>	<b>\$ 9,280,901</b>

See Notes to Financial Statements

## **MONADNOCK FAMILY SERVICES, INC.**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

#### **1. ORGANIZATION OF THE CORPORATION**

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

#### **2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

##### **Basis of Accounting**

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other assets and liabilities.

##### **Basis of Presentation**

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to product income for general or specific purposes.

As of June 30, 2018 and 2017, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

##### **Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

### **Cash Equivalents**

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

### **Property and Depreciation**

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$66,140 and \$68,151 for the years ended June 30, 2018 and 2017, respectively.

### **Accrued Earned Time**

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

### **Revenue**

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

### **Advertising**

The Organization expenses advertising costs as incurred.

### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

### **Fair Value of Financial Instruments**

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

**Level 1** – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

**Level 2** - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

**Level 3** - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 3).

### **Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2).

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

### **3. INTEREST IN NET ASSETS OF FOUNDATION**

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$832,126 and \$644,146 at June 30, 2018 and 2017, respectively. The cost basis of the Foundation's assets was \$806,069 and \$605,963 at June 30, 2018 and 2017, respectively.

### **4. DEMAND NOTES PAYABLE**

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2019. The maximum amount available at June 30, 2018 and 2017 was \$250,000. At June 30, 2018 and 2017 the interest rate was stated at 6.50% and 5.75%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 9). There was no balance outstanding at June 30, 2018 and 2017.

The Organization maintains a demand note payable with a bank that expires in February of 2019. The maximum amount available at June 30, 2018 and 2017 was \$150,000. At June 30, 2018 and 2017 the interest rate was stated a 5.75% and 5%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 9) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 9). There was no balance outstanding at June 30, 2018 and 2017.

**5. RESTRICTIONS ON NET ASSETS**

The temporarily restricted net assets consist of a beneficial interest in a foundation, and a contribution received by the Organization that had not been spent for the specified purpose of the donor as of June 30, 2018 and 2017. The permanently restricted net assets consist of a beneficial interest in a foundation.

**6. RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's discretionary contributions to the plan for the years ended June 30, 2018 and 2017 were \$49,522 and \$69,008, respectively.

**7. CONCENTRATION OF RISK**

For the years ended June 30, 2018 and 2017 approximately 76% of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 42% and 51% of the total accounts receivable balances at June 30, 2018 and 2017, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

**8. OPERATING LEASE OBLIGATIONS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$594,294 and \$597,433 for the years ended June 30, 2018 and 2017, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2019	\$ 12,372
2020	1,860
2021	<u>930</u>
Total	<u>\$ 15,162</u>

See to Note 9 for information regarding a lease agreement with a related party.



**9. RELATED PARTY TRANSACTIONS**

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

<u>Related Party</u>	<u>Function</u>
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance.
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services, Inc.

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

**Due from Affiliate**

At June 30, 2017, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of \$6,129. At June 30, 2018 there were no amounts due from affiliates. There are no specific terms of repayment and no stated interest.

**Due to Affiliate**

At June 30, 2018 and 2017 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$123,853 and \$144,601, respectively. At June 30, 2018 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$63,372. There was no amount due to Monadnock Regional Foundation for Family Services, Inc. at June 30, 2017. There are no specific terms of repayment and no stated interest.

**Rental Expense**

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$556,500 for the years ended June 30, 2018 and 2017.

**Contribution**

During the years ended June 30, 2018 and 2017 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$125,000 and \$150,000, respectively. During the year ended June 30, 2018 the Organization made a contribution to Monadnock Regional Foundation of Family Services, Inc. in the amount of \$200,000. No contribution was made for the year ended June 30, 2017.

**Management Fee**

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$64,724 and \$63,551 for the years ended June 30, 2018 and 2017, respectively.

**Guarantee**

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

### **Demand Notes Payable**

The Organization maintains a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc.

During January 2013, the Organization entered into a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc. The demand note payable consisted of an outstanding amount of \$150,000 with an interest rate of 2.10%. During the year ended June 30, 2017 the note was repaid in full. Interest expense under the demand note payable for the year ended June 30, 2017 was \$2,100.

The Organization maintains a demand note payable agreement with a bank that Monadnock Community Service Center, Inc. has pledged real estate and assigned leases and rents to secure.

### **Co-obligation**

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

## **10. CONTINGENCIES**

### **Grant Compliance**

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2018.

## **11. CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2018 and 2017. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated \$826,500 and \$992,651, respectively.

## **12. RECLASSIFICATIONS**

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

## **13. SUBSEQUENT EVENTS**

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 5, 2018, the date when the financial statements were available to be issued.

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children &amp; Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
<b>Program fees:</b>						
Net client fees	\$ 25,715	\$ 39,756	\$ 4,846	\$ 4,777	\$ 6,912	\$ (3,938)
Medicaid	350,240	3,237,780	413,364	34,056	163,093	64,954
Medicare	175,802	1,325	2,375	370	11,991	-
Other insurance	65,599	98,200	259	14,344	48,699	-
Other program fees	-	70	-	-	-	-
<b>Program sales:</b>						
Service and production	-	250	-	-	200	-
<b>Public support:</b>						
United Way	-	16,131	-	37,519	37,519	-
Local/county government	-	37,668	-	106,244	30,000	-
Donations	1,000	6,574	-	-	-	-
Other public support	-	1,429	1,470	-	-	-
<b>Federal funding:</b>						
Other federal grants	-	36,762	-	-	-	-
PATH	-	-	-	-	36,938	-
Bureau of Behavioral Health	1,040	811	-	-	132,590	-
<b>Rental income</b>	-	-	-	-	-	-
<b>Net gain on beneficial</b>						
Interest in Foundation	-	-	-	-	-	-
Other	<u>135</u>	<u>1,031</u>	<u>1,470</u>	<u>29</u>	<u>35</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 619,531</u></b>	<b><u>\$ 3,477,787</u></b>	<b><u>\$ 423,784</u></b>	<b><u>\$ 197,339</u></b>	<b><u>\$ 467,977</u></b>	<b><u>\$ 61,016</u></b>

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
<b>Program fees:</b>						
Net client fees	\$ (397)	\$ 13,632	\$ 48,344	\$ 5,732	\$ 4,055	\$ 379
Medicaid	83,773	8,479	1,916,861	499,802	350,208	364,024
Medicare	1,835	579	28,007	27,148	1,309	-
Other insurance	398	25,229	14,935	13,607	284	-
Other program fees	-	-	1,390	70	25,875	-
<b>Program sales:</b>						
Service and production	-	-	7,250	-	-	-
<b>Public support:</b>						
United Way	-	25,993	-	-	-	-
Local/county government	-	5,000	-	-	-	-
Donations	-	-	-	1,730	-	-
Other public support	-	-	-	-	-	-
<b>Federal funding:</b>						
Other federal grants	-	-	145,941	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	-	-	225,000	-	-
Rental income	-	-	-	-	682	-
<b>Net gain on beneficial interest in Foundation</b>	-	-	-	-	-	-
Other	<u>8</u>	<u>51</u>	<u>2,896</u>	<u>716</u>	<u>-</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b><u>\$ 85,617</u></b>	<b><u>\$ 78,963</u></b>	<b><u>\$ 2,165,624</u></b>	<b><u>\$ 773,805</u></b>	<b><u>\$ 382,413</u></b>	<b><u>\$ 364,403</u></b>

**MONADNOCK FAMILY SERVICES, INC.**

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<b>Community Education &amp; Training</b>	<b>Other Non-BBH</b>	<b>Total Programs</b>	<b>Administration</b>	<b>2018 Totals</b>	<b>2017 Totals</b>
<b>Program fees:</b>						
Net client fees	\$ 35	\$ 86,311	\$ 236,159	\$ -	\$ 236,159	\$ 283,946
Medicaid	-	152,567	7,639,201	-	7,639,201	7,221,241
Medicare	-	-	250,741	-	250,741	219,667
Other insurance	-	12,207	293,761	-	293,761	295,871
Other program fees	-	30	27,435	-	27,435	32,318
<b>Program sales:</b>						
Service and production	-	-	7,700	64,724	72,424	87,051
<b>Public support:</b>						
United Way	10,108	63,938	191,208	-	191,208	188,952
Local/county government	6,176	-	185,088	12,159	197,247	212,210
Donations	100	239,970	249,374	2,575	251,949	250,147
Other public support	28,199	2,504	33,602	4,888	38,490	118,687
<b>Federal funding:</b>						
Other federal grants	-	100,013	282,716	-	282,716	166,658
PATH	-	-	36,938	-	36,938	37,000
Bureau of Behavioral Health	-	-	359,441	-	359,441	374,917
Rental income	-	2,125	2,807	-	2,807	5,635
<b>Net gain on beneficial interest in Foundation</b>	-	-	-	194,494	194,494	50,150
<b>Other</b>	-	1,710	8,081	974	9,055	15,570
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 44,618</b>	<b>\$ 661,375</b>	<b>\$ 9,804,252</b>	<b>\$ 279,814</b>	<b>\$ 10,084,066</b>	<b>\$ 9,560,020</b>

**Monadnock Family Services**  
**Board of Directors**  
**2018 / 2019**

**CHAIR**

**Mike Chelstowski**

**VICE CHAIR**

**Sharon Price Stout**

**TREASURER**

**John Round**

**SECRETARY**

**Ann Heffernon**

**ASST SECRETARY**

**Jean Kilham**

**Diane Croteau**

**Brian Donovan**

**Susan Doyle**

**JoAnn Fenton**

**Julie Green**

**Sharman Howe**

**Molly Lane**

**Aaron Moody**

**Alfred John Santos**

**Lucy Shonk**

**Winston Sims**

**Andrew Weglinski**

**Louise Zerba**

**Philip F. Wyzik MA**

**EXPERIENCE:**

Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)

**Chief Executive Officer**

Responsible for all aspects of the leadership of a community mental health center in Cheshire County. Services focus on clientele considered eligible for state supported care, outpatient behavioral health counseling, prevention services and adult care for seniors. Vice Chair of Leadership Council for a Healthy Monadnock, Board member Monadnock Collaborative.

Certified instructor Mental Health First Aid, July 2014 -2017; Youth, September 2016

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109

**President and CEO** (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a \$9 million dollar private not for provide mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766

**Senior Vice President of Operations** (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

**Program development and performance management:** responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

**Supervision and training of agency leaders:** responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

**Public Relations / fundraising:** Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility for

Philip F. Wyzik  
Keene NH

the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

**Information Technology:** Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

**Substitute for the CEO:** Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

**Interim Chief Executive Officer** (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

**Faculty Member** (November 2000 to 2010)

Teaching HLTC 600 *Continuous Quality Improvement*, HLTC 629 *Legal and Ethical Issues in Health and Human Services*, and HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

**Director of Rehabilitation** (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

**Substance Abuse Counselor** (5-83 to 12-84)



Philip F. Wyzik  
Keene NH

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604

**Religious Education Coordinator** (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.

**Teacher** (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

**Teacher** (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)

Board of Director, October 1998 to 2000 [approximately]

Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

Club member, chair of International Services Committee, 1992 thru 1996

Keene Elm City Rotary, 2014 to present

EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984

Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978

- “Leadership Upper Valley,” May 2008 sponsored by the Lebanon Chamber of Commerce.
- “Institute for Non Profit Management,” Antioch New England Graduate School, Hanover NH, Spring 2004
- “FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners,” College for Lifelong Learning, Concord, NH, Fall, 2002

Philip F. Wyzik  
Keene NH

- “Improving Managerial Leadership and Effectiveness”, “The Art of Negotiation,” “Delivering Superior Customer Service,” and “Contract Pricing,” NISH Institute for Leadership and Professional Development

#### PUBLICATIONS:

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. *Hospital and Community Psychiatry*, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. *Community Mental Health Journal*, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. *Continuum: Developments in Ambulatory Care*, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. *Psychiatric Services*, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. *Psychiatric Rehabilitation Journal*, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W, Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, *Community Mental Health Journal*, December 2002, Vol 38, no 6

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press)

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, *Psychiatric Clinics of North America*, 26(4): 883-897, 2003

Wyzik L, “Grassroots Armada for Suicide Prevention” *Behavioral Healthcare Tomorrow*, 14(4): 14-15, 2005

“Tragedy Casts Attention on Mental Illness” *Keene Sentinel*, January 4, 2013, op ed.

“Mental Health Care is a part of health care” *Keene Sentinel*, March 19, 2013, op ed.

“There is Room for Medicaid Expansion” *Keene Sentinel*, June 2, 2013, op ed.

“No Medicaid Expansion Strains Mental Health Services” *Fosters Daily Democrat*, December 25, 2013, op ed.

“The Story that Changed Christmas” *Monadnock Ledger Transcript*, December 26, 2013, op ed.

“What we know and what we don’t know” *Ledger Transcript*, May 17, 2016

“Suicide leaves Lifelong pain in its wake” *Keene Sentinel*,

“When Death looks Better than Life,” *Keene Sentinel*, Sept 4, 2018

Philip F. Wyzik  
Keene NH

"Another Reason to Stress about Stress," New Hampshire Business Review, October 2018

"Is your Workplace a Threat Place" The Business Journal, October 2018

#### AWARDS:

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

#### PRESENTATIONS:

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30<sup>th</sup> annual conference, Philadelphia PA, May 24, 2005
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July 28, 1999
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997
- "From Day Treatment to Vocational Services," New England IAPSRs Conference, June 1995
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994

#### REFERENCES:

Philip F. Wyzik  
Keene NH

Neugeboren, J, Transforming Madness, William Morrow and Co, 1999, pgs 153-154, 157-159,  
163, 164, 170

Personal references furnished upon request.

~~XXXXXXXXXX~~

*Confidential Resume of*  
**Gigi Batchelder**

To obtain a professional position which challenges my human resource, managerial, accounting and technical skills

8/09-present      Monadnock Family Services      Keene, NH

Work  
History

**10/12 – present      Chief Financial Officer**

- Controller position and CFO position was recently combined. In addition to the Controller responsibilities, I am now a member of the Sr Staff, work directly with the Board of Directors and under the direct supervision of the Chief Executive Officer.

**8/09 – 10/12      Controller**

- Manage & direct all accounting & support functions for three non-profit entities; supervise a staff of twenty-four; Departments include: Payroll, Accounts Payable, Accounts Receivable, Grants Management, Business/Facilities Management, & All Support functions in six locations
- Provide monthly financial statements to CFO; quarterly reports to the State; attend monthly Board Operations Committee meetings; present financials in the absence of the CFO
- Prepare annual fiscal budgets with the CFO for both the State Medicaid and Internal Operations
- Meet with Department Heads & Directors to review budgets & financials
- Coordinate and assist the Annual Independent Audit for all three non-profits; review and file 990
- Manage all agency grants including reporting & audits
- Manage organization cash flow & lines of credit; Property tax abatements, maintain agency corporate files & legal documents
- Co-lead implementation of new Electronic Medical Records system
- Assist CFO with banking relationships, grant presentations, facilities management, review agency contracts, corporate insurances; policy revisions, attend CFO CMHC quarterly meetings

4/01-8/09      Fenton Family Dealerships      East Swanzey, NH

**Human Resources Manager** 1/08-current

- Coordinate employee benefits for all Fenton Family Dealerships — 170+ employees, including new employee orientations, health & dental insurances, STD & LTD, 401k, and more
- Provide backup support for payroll for 170 employees
- Review and revise employee handbook on a biannual basis, make recommended changes, review with attorney
- Screen applicants for fit with open positions; review profile testing with hiring managers; conduct orientations
- Complete biannual Safety Summary and chair company Safety Committee
- Chair the Monadnock United Way fundraiser — increased employee contributions by 100%
- Design and publish monthly employee newsletter to raise employee morale and inter-company communication
- Organize employee training, plan & put on company special events
- Provide Administrative Support to owner

**Office Manager & Human Resource Manager** 4/01 – 1/08

- Financial/Fiscal — Responsible for all accounting functions for Hyundai Dealership including timely reporting of monthly financial statements, title research, accounts payable, accounts receivable, etc.
- Office Management — Responsible for supervision of accounting personnel, maintaining equipment and office supplies, publishing flyers and mailers, etc.
- Human Resources — completed the above human resource responsibilities for 120 employees

8/06 - present GB Office Solutions, LLC Nelson, NH

**Office Management Services/Grants Management/ Bookkeeping**

- Provide full service bookkeeping service to several clients including retail, non-profit and individuals
- P/R, A/P, AIR, Grants management, Audit preparation and graphic arts design

1/01 – 8/06 Stonewall Farm, (a non-profit education center) Keene, NH

**Business Manager**

- Financial/Fiscal — Budgeting for six departments, financial reporting all General Ledger entries, account analysis & distribution of reports; responsible for all A/P & A/R; presentations to Board of Directors
- Personnel — payroll for 30+ employees, payroll taxes, 941/943 reporting, produced a personnel manual, manage health insurance enrollment and selection of carrier
- Data Management — oversee, manage, and programming of database system using FileMaker Pro for 1200+ members, donors & volunteers; monitor membership for renewal, bulk mailings
- Office Management — supervise 4 employees, equipment purchases/maintenance including computer systems, telephone systems, building maintenance; landlord for residents; coordinate facility rentals
- Gift Shop — make wholesale purchases and monitor sales of gift shop inventory

11/84-11/88 Eastern Mountain Sports Peterborough, NH

• **Accounting Department**

- 2/1964-1/88 — Accounting Supervisor — supervised A/P clerks, prepared monthly journal entries, analysis of balance sheet accounts, monitored letter of credit activity, review sales/use & payroll taxes
- 9/85-2/86 — Accounting Clerk — bank reconciliations, AIR, analysis, NSF check collection, sales/use taxes
- 11/84-9/85 — Accounts Payable Clerk — processed vendor payments, verified inventory reports

**Education**

- Plymouth State College — MBA Graduate Certificate in "The Human Side of Enterprise" 5/08
- Franklin Pierce College — Bachelor of Science — major in Management, minor in Accounting, Graduated 5/91
- Mount Wachusett Community College — Associates of Science in Business Technology, Graduated 5/86
- Recent seminars: Human Resources Series; Avoiding Sexual Harassment in the Workplace; Dealing Effectively with Unacceptable Employee Behavior; Employment Law, Financial Reporting for Franchised Organizations, 1099 Laws;

**Skill**

- Experience with PC, Macintosh & Mainframe computer systems, QuickBooks, Microsoft Office, Word, Outlook, PowerPoint, Excel, WordPerfect, Reynolds & Reynolds Automotive Software, LWSI, and various other programs.
- Notary of Public; Justice of the Peace
- Red Cross CPR & First Aid Certified
- QuickBooks ProAdvisor

**Other Interests**

- Past involvement in: UNH Cooperative Extensions Advisory Council Member; 4-H Leader, Boy Scouts Leader & Committee member; Farm Bureau Board Member; Miracles in Motion Volunteer, Nelson Agricultural Commission; Hundred Nights Board Treasurer
- My family, farming and horse back riding

**References**

- Available Upon Request

CURRICULUM VITAE

[REDACTED]

Licensure and Certification:

State of New Hampshire - Medical License - #10054  
State of Vermont - #42-8302 (inactive)  
State of Maine - #013197 (inactive)

Diplomat in Psychiatry, American Board of Psychiatry and Neurology  
April 1996, Renewed 2007, Certificate #42545

Education and Training:

Psychiatry Residency  
Medical Center Hospital of Vermont/University of Vermont  
July 1990 - June 1993  
• Chief Resident, June 1992 - May 1993  
Duties included: administrative, liaison and teaching both medical students and residents

Medical/Psychiatric Internship  
New England Medical Center/Tufts University  
July 1989 - June 1990

University of Vermont College of Medicine  
MD, May 1989

University of California, Davis  
BS in Nutrition Science with High Honors, 1985

Current Employment:

Monadnock Family Services  
Keene, NH  
Medical Director  
October 2012 - present

Hospital Privileges:

Monadnock Community Hospital (Provide on-call coverage)

Past Employment and Professional Activities:

West Central Behavioral Health  
Claremont, NH  
Staff Psychiatrist, June 2010 - September 2012  
Adjunct Faculty, Dartmouth Medical School

Monadnock Family Services  
Keene, NH  
Staff Psychiatrist, July 1997 - August 2000  
Associate Medical Director, September 2000 - May 2010  
Psychiatrist for Dialectical Behavioral Therapy program  
Sabbatical and ongoing work integrating primary care with mental health care in the Monadnock region  
Awards: "Guppy" (Grace Under Pressure) Award, 2006  
Tom Dwayne Mental Health Leadership Award 2009

Board of Directors  
AIDS Services for the Monadnock Region  
1997 - 2000

Beech Hill Hospital  
Consulting Psychiatrist  
July 1997 - May 1998

Northeast Kingdom Mental Health Services, Inc.  
Staff Psychiatrist, June 1994 - December 1995  
Medical Director, January 1996 - June 1997  
U.S. Public Health Service - National Health Service Corps

Private Practice in Psychiatry  
Burlington, VT  
July 1993 - July 1997

Clinical Faculty Member  
University of Vermont Department of Psychiatry  
July 1993 - June 1997

Board of Directors, State of Vermont HIV/AIDS Care Consortium  
Mental Health Task Force  
April 1996 - June 1997

Community Health Plan  
Part-time consulting psychiatrist  
June 1993 - May 1994

Bangor Mental Health Institute  
Psychiatric and medical coverage for state hospital and psychiatric nursing home  
July 1991 - December 1993



Vermont State Hospital  
On-Call Physician  
1991 - 1992

Society Memberships:

American Psychiatric Association  
American Association for Community Psychiatry  
Physicians for Social Responsibility  
American Association of Physicians for Human Rights

Publication:

Marah, Marianne; "Feminist Psychopharmacology: An Aspect of Feminist Psychiatry."; Psychopharmacology from a Feminist Perspective (Ed: Jean Hamilton, et al); Harrington Park Press/The Haworth Press, Inc., 1995, pp. 73-84.

References available upon request.

PHONE NO. [REDACTED]

# RAYMOND J. LAGASSE

## EDUCATION

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Southern New Hampshire University

*BA matriculated 2019*

Granite State College

*AS Behavioral Science, 2015*

Fall Mountain Regional High School

*Graduated 2000*

## PROFESSIONAL EXPERIENCE

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**Monadnock Family Services – Keene, NH**

***Position: Emerald House***

August 2017 – present

- Oversees and manages the overall operation of services provided by staff at Emerald House; ensuring delivery of culturally competent mental health support services, that treatment goals are being addressed, housekeeping needs are being attended to and any and all safety issues are being addressed, including monitoring the upkeep of the program vehicle. Performs initial assessment of consumers to the program and prioritize admission based on psychiatric presentation, fit with current client population, and social/rehabilitative needs. Ensures adequate and appropriate staffing levels. Assures that all medication records and medications are maintained and updated in accordance with current He-M Certification Standards

**Monadnock Family Services – Keene, NH**

***Position: Residential Educator***

August 2014– 2017

- Coordinate with management, Nurses and Physicians to ensure continuity of care for clients including meeting established goals and implementing strategies for transition into community setting. Provide supervision of resident's habilitation programs, structures therapeutic milieu within the residence. Providing case management, facilitates community integration and participates in the provision of crisis care to residents with persistent and severe mental illness.

**Monadnock Development Services – Keene, NH**

***Position: Home Provider***

June 2013- 2017

- Provide in-home residence for client including administering medication; scheduling and brining client to appointments; coordinating care with nursing staff and Program Managers as well as day staff. Ensure client goals are being met.

***Position: Lead Staff***

June 2008 – June 2013

- Coordinated care for clients with cognitive disabilities. Responsibilities included medication administration; documentation of care; coordinated healthcare through designated providers. Worked in conjunction with Program Manager to ensure best practice care for clients.

**References: Available upon request**

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Philip Wyzik	Chief Executive Officer	144,835	0	0
Gigi Batchelder	Chief Financial Officer	98,360	0	0
Marianne Marsh	Chief Medical Officer	227,183	0	0

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ray Lagasse	Program Director	40,313	.50	20157
TDB	Chief Program Officer	80,000	.05	4000

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-06)

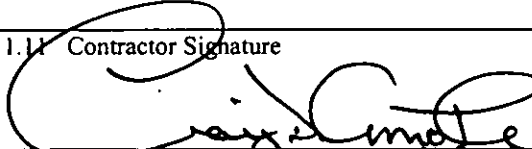
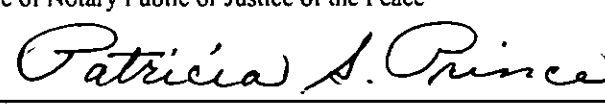
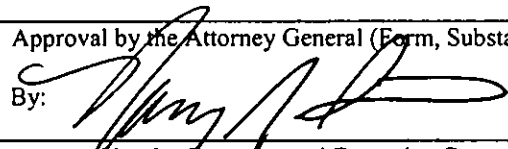
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,868,827
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Craig D. Amorn, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>July 26, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. <div style="text-align: right;"> <b>PATRICIA S. PRINCE</b>                      Notary Public - New Hampshire                      My Commission Expires July 19, 2022                 </div>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA S. PRINCE, NOTARY PUBLIC	
1.14 State Agency Signature KATJA S FOX Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/14/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.





## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.



## Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.



## Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.



## Exhibit A

- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.



## Exhibit A

- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.



**Exhibit A**

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- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

*AS*

*7/26/19*



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.





**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Community Council of Nashua, NH  
 DBA Greater Nashua Mental Health Center at Community Council  
 Budget Request for: Housing Bridge Subsidy Program Services  
 Budget Period: SFY28 (October 1, 2019 to June 30,2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 81,815.00	\$ -	\$ 81,815.00	\$ -	\$ -	\$ -	\$ 81,815.00	\$ -	\$ 81,815.00
2. Employee Benefits	\$ 27,545.00	\$ -	\$ 27,545.00	\$ -	\$ -	\$ -	\$ 27,545.00	\$ -	\$ 27,545.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 508.00	\$ -	\$ 508.00	\$ -	\$ -	\$ -	\$ 508.00	\$ -	\$ 508.00
6. Travel	\$ 4,013.00	\$ -	\$ 4,013.00	\$ -	\$ -	\$ -	\$ 4,013.00	\$ -	\$ 4,013.00
7. Occupancy	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,598.00	\$ -	\$ 1,598.00	\$ -	\$ -	\$ -	\$ 1,598.00	\$ -	\$ 1,598.00
Postage	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Insurance	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
9. Software	\$ 1,013.00	\$ -	\$ 1,013.00	\$ -	\$ -	\$ -	\$ 1,013.00	\$ -	\$ 1,013.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,253.00	\$ -	\$ 1,253.00	\$ -	\$ -	\$ -	\$ 1,253.00	\$ -	\$ 1,253.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 16,019	\$ 16,019	\$ -	\$ -	\$ -	\$ -	\$ 16,019	\$ 16,019
<b>TOTAL</b>	\$ 133,483	\$ 16,019	\$ 149,512	\$ -	\$ -	\$ -	\$ 133,483	\$ 16,019	\$ 149,512

Indirect As A Percent of Direct 12.0%

Contractor Initials: *CO*  
 Date: *7/26/19*

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Community Council of Nashua, NH  
 DBA Greater Nashua Mental Health Center at Community Council  
 Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 122,420.00	\$ -	\$ 122,420.00	\$ -	\$ -	\$ -	\$ 122,420	\$ -	\$ 122,420.00
2. Employee Benefits	\$ 36,727.00	\$ -	\$ 36,727.00	\$ -	\$ -	\$ -	\$ 36,727	\$ -	\$ 36,727.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 875.00	\$ -	\$ 875.00	\$ -	\$ -	\$ -	\$ 875	\$ -	\$ 875.00
6. Travel	\$ 5,350.00	\$ -	\$ 5,350.00	\$ -	\$ -	\$ -	\$ 5,350	\$ -	\$ 5,350.00
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,130.00	\$ -	\$ 2,130.00	\$ -	\$ -	\$ -	\$ 2,130	\$ -	\$ 2,130.00
Postage	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000.00
Report Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200.00
9. Software	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -	\$ -	\$ -	\$ 1,350	\$ -	\$ 1,350.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,670.00	\$ -	\$ 1,670.00	\$ -	\$ -	\$ -	\$ 1,670	\$ -	\$ 1,670.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 680.00	\$ -	\$ 680.00	\$ -	\$ -	\$ -	\$ 680	\$ -	\$ 680.00
14. Admin	\$ -	\$ 21,358	\$ 21,358	\$ -	\$ -	\$ -	\$ -	\$ 21,358	\$ 21,358
<b>TOTAL</b>	<b>\$ 177,882</b>	<b>\$ 21,358</b>	<b>\$ 199,240</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 177,882</b>	<b>\$ 21,358</b>	<b>\$ 199,240</b>

Contractor Initials: *CS*  
 Date: 5/26/19



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

CA  
7/26/19





**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CAK

7/26/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

July 26, 2019  
Date

Vendor Name: GENMH



Name: Charles D. Amoretti  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: GNM IT

July 26, 2019  
Date

Craig D. Amott  
Name: Craig D. Amott  
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: GMMIT

July 26, 2019  
Date

Craig Connor  
Name: Craig D. Connor  
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials

CT

7/26/19

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: GRAMH

July 26, 2019  
Date


  
Name: Carlos D. Amoritt  
Title: CEO

Exhibit G

Vendor Initials CS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/26/19





**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: GNM H

July 26, 2019  
Date

Chris J. Amott  
Name: Chris J. Amott  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Greater Nashua Mental Health (GMMH)  
Name of the Vendor

Craig J. Amory  
Signature of Authorized Representative

Craig J. Amory  
Name of Authorized Representative

CEO  
Title of Authorized Representative

July 26, 2019  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: GRMIT

July 26, 2019  
Date

Craig B. Amott  
Name: CRAG B. AMOTT  
Title: CEO





**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



DHHS Information Security Requirements

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
  10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
  11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



DHHS Information Security Requirements

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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7/26/19





- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

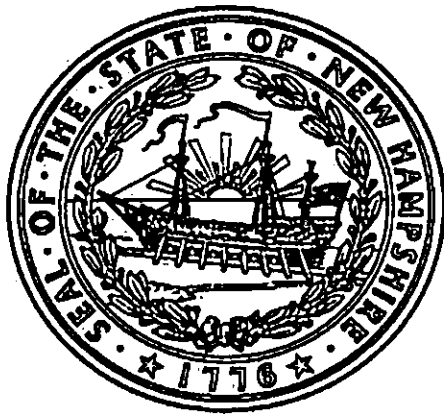
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 807172

Certificate Number: 0004503702



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Tanya Spang, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Mental Health  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7/26/19:  
(Date)

**RESOLVED:** That the President and CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26 day of July, 2019.  
(Date Contract Signed)

4. CRAIG D. RMOOTH is the duly elected President and CEO  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

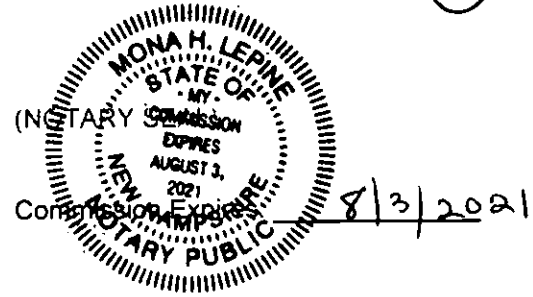
[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The forgoing instrument was acknowledged before me this 26 day of July, 2019.

By Tanya Spang  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	<b>CONTACT NAME:</b> Cathy beauregard <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>FAX (A/C, No):</b> 603-886-4230 <b>E-MAIL ADDRESS:</b> mberube@eatonberube.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Scottsdale Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B : Selective Insurance Group</td> <td>14376</td> </tr> <tr> <td>INSURER C : Eastern Alliance Insurance Group</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Co		INSURER B : Selective Insurance Group	14376	INSURER C : Eastern Alliance Insurance Group		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Community Council of Nashua NH Inc. 100 West Pearl St Nashua NH 03060	COMCO3													

**COVERAGES**                      **CERTIFICATE NUMBER:** 1077059954                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OPS0069552	11/12/2018	11/12/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			S2291649	11/12/2018	11/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028274	11/12/2018	11/12/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	03000011395901	1/15/2019	1/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation coverage: NH; no excluded officers.

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**Greater Nashua Mental Health: Mission Statement**

Empowering people to live full and productive lives through effective treatment  
and support.



**FINANCIAL STATEMENTS**

**June 30, 2018 and 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors

The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets, functional revenues and expenses and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

## Report on Summarized Comparative Information

We have previously audited the Organization's 2017 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 24, 2018

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Financial Position**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,464,134	\$ 744,554
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$174,846 in 2018 and \$1,087,597 in 2017	1,829,455	1,458,090
Investments	1,763,228	1,732,916
Prepaid expenses	177,199	191,365
Property and equipment, net	<u>2,933,666</u>	<u>2,830,369</u>
Total assets	<u>\$ 8,167,682</u>	<u>\$ 6,957,294</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Liabilities</b>		
Line of credit	\$ -	\$ 248,224
Accounts payable and accrued expenses	271,513	104,015
Accrued payroll and related activities	371,681	361,457
Estimated third-party liability	950,075	132,475
Accrued vacation	322,611	315,145
Notes payable	1,544,974	1,641,114
Capital lease obligation	<u>5,759</u>	<u>37,304</u>
Total liabilities	<u>3,466,613</u>	<u>2,839,734</u>
<b>Net assets</b>		
Unrestricted	2,397,774	2,341,750
Board designated	<u>2,044,023</u>	<u>1,526,013</u>
Total unrestricted	4,441,797	3,867,763
Temporarily restricted	137,837	129,553
Permanently restricted	<u>121,435</u>	<u>120,244</u>
Total net assets	<u>4,701,069</u>	<u>4,117,560</u>
Total liabilities and net assets	<u>\$ 8,167,682</u>	<u>\$ 6,957,294</u>

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The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2018  
(With Comparative Totals for Year Ended June 30, 2017)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018</u>	<u>2017</u>
Revenues and support					
Program service fees, net	\$ 10,542,550	\$ -	\$ -	\$ 10,542,550	\$ 10,917,069
New Hampshire Bureau of Behavioral Health	1,667,297	-	-	1,667,297	1,273,645
Federal grants	523,627	-	-	523,627	628,695
Rental income	10,638	-	-	10,638	18,347
Contributions and support	138,800	-	-	138,800	97,510
Other	<u>189,711</u>	<u>-</u>	<u>-</u>	<u>189,711</u>	<u>12,922</u>
Total revenues and support	<u>13,072,623</u>	<u>-</u>	<u>-</u>	<u>13,072,623</u>	<u>12,948,187</u>
Expenses					
Program services					
Children's and adolescents services	1,449,647	-	-	1,449,647	1,983,228
Adult services	3,988,401	-	-	3,988,401	5,079,299
Elderly services	453,161	-	-	453,161	582,913
Deaf services	344,051	-	-	344,051	384,951
Substance abuse disorders	532,094	-	-	532,094	466,088
Medical services and other programs	<u>2,722,360</u>	<u>-</u>	<u>-</u>	<u>2,722,360</u>	<u>1,221,048</u>
Total program services	9,489,714	-	-	9,489,714	9,717,527
General and administrative	2,995,802	-	-	2,995,802	2,104,472
Development	<u>70,885</u>	<u>-</u>	<u>-</u>	<u>70,885</u>	<u>-</u>
Total expenses	<u>12,556,401</u>	<u>-</u>	<u>-</u>	<u>12,556,401</u>	<u>11,821,999</u>
Income from operations	<u>516,222</u>	<u>-</u>	<u>-</u>	<u>516,222</u>	<u>1,126,188</u>
Other income					
Investment income, net	22,425	3,216	462	26,103	27,307
Realized and unrealized gains on investments	<u>35,387</u>	<u>5,068</u>	<u>729</u>	<u>41,184</u>	<u>78,772</u>
Total other income	<u>57,812</u>	<u>8,284</u>	<u>1,191</u>	<u>67,287</u>	<u>106,079</u>
Excess of revenues and support and other income over expenses and total change in net assets	574,034	8,284	1,191	583,509	1,232,267
Net assets, beginning of year	<u>3,867,763</u>	<u>129,553</u>	<u>120,244</u>	<u>4,117,560</u>	<u>2,885,293</u>
Net assets, end of year	<u>\$ 4,441,797</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$ 4,701,069</u>	<u>\$ 4,117,560</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Program service fees, net	\$ 3,852,248	\$ 6,230,444	\$ 951,922	\$ 122,840	\$ 159,449	\$ 425,649	\$ 10,642,560	\$ -	\$ -	\$ 10,642,560
New Hampshire Bureau of Behavioral Health	141,771	848,430	-	274,931	-	802,165	1,667,297	-	-	1,667,297
Federal grant	-	35,806	-	-	284,905	194,117	514,827	8,800	-	523,627
Rental income	-	2,159	-	-	-	-	2,159	8,479	-	10,638
Contribution and support	-	376	180	-	100	-	655	138,145	-	138,900
Other	-	-	4,865	-	73,854	-	78,819	178,479	-	259,998
	<u>3,794,017</u>	<u>6,917,213</u>	<u>956,967</u>	<u>397,771</u>	<u>518,108</u>	<u>1,221,931</u>	<u>12,806,007</u>	<u>333,903</u>	<u>-</u>	<u>13,139,910</u>
General and administrative allocation	<u>98,926</u>	<u>154,265</u>	<u>24,952</u>	<u>10,371</u>	<u>13,509</u>	<u>31,861</u>	<u>333,903</u>	<u>(333,903)</u>	<u>-</u>	<u>-</u>
Total revenue and support and other income	<u>\$ 3,892,942</u>	<u>\$ 6,071,498</u>	<u>\$ 981,919</u>	<u>\$ 408,142</u>	<u>\$ 531,617</u>	<u>\$ 1,253,792</u>	<u>\$ 13,139,910</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,139,910</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenue and support and other income	\$ 3,892,942	\$ 6,071,488	\$ 881,819	\$ 408,142	\$ 531,617	\$ 1,253,792	\$ 12,139,910	\$ -	\$ -	\$ 13,139,910
Expenses										
Salaries and wages	948,182	2,585,642	314,412	193,965	418,751	1,448,801	5,909,753	1,739,208	52,500	7,701,481
Employee benefits	171,692	447,294	48,699	41,015	30,379	253,275	992,354	271,218	6,133	1,268,705
Payroll taxes	70,721	189,443	23,528	14,889	31,817	97,420	427,888	126,803	4,018	588,707
Substitute staff	1,229	3,142	336	285	81	1,681	6,724	23,141	-	29,885
Accounting	-	-	-	-	-	-	-	54,766	-	54,766
Audit fees	10,239	26,171	2,797	2,818	863	13,419	56,905	20,630	-	76,635
Legal fees	2,179	11,614	595	537	185	8,310	23,420	5,001	-	28,421
Other professional fees	21,373	47,936	6,480	23,641	1,626	498,661	899,737	118,765	6,000	724,522
Journals and publications	43	110	12	11	4	58	238	216	-	452
Conferences	3,542	3,256	149	1,025	4,044	6,524	18,539	2,272	-	20,811
Other staff development	-	-	-	-	-	-	-	12,694	-	12,694
Rent	-	-	-	-	-	300	300	(300)	-	-
Mortgage (interest)	-	-	-	-	-	-	-	72,619	-	72,619
Heating costs	3,256	8,322	889	867	363	4,110	17,809	8,055	-	25,864
Other utilities	13,817	35,318	3,775	3,489	1,291	17,891	76,581	27,841	-	103,422
Maintenance and repairs	29,343	75,004	8,017	7,390	2,715	188,996	311,484	71,534	-	382,998
Other occupancy costs	606	1,546	185	152	56	784	3,308	1,219	-	4,527
Office	29,298	68,738	7,317	6,128	6,212	60,348	178,037	110,442	-	288,479
Building and household	4,828	12,340	1,319	1,217	737	6,256	26,697	8,728	-	36,425
Food	416	1,618	87	79	770	1,388	4,358	4,497	-	8,655
Advertising	-	-	-	100	-	2,025	2,125	1,021	-	3,146
Printing	507	2,750	39	219	630	845	4,990	-	2,236	7,226
Communication	20,442	67,284	7,835	6,338	3,244	21,711	126,854	35,295	-	162,149
Postage	1,247	2,816	301	296	87	1,454	6,171	3,162	-	9,333
Staff	28,537	105,211	14,903	23,934	10,518	9,578	192,781	11,718	-	204,499
Client services	27,876	155,811	861	-	5,975	843	191,068	484	-	191,550
Malpractice insurance	20,038	51,219	5,474	5,027	1,828	26,020	109,606	40,375	-	148,981
Vehicle insurance	364	932	100	89	30	478	1,993	734	-	2,727
Property and liability insurance	8,088	20,673	2,210	2,031	741	10,497	44,240	16,296	-	60,536
Other interest	-	-	-	127	189	551	847	3,135	-	3,982
Depreciation	20,407	38,749	-	8,084	8,905	22,821	93,988	156,423	-	250,409
Equipment rental	3,789	9,685	1,035	643	335	13,254	29,041	9,725	-	38,766
Equipment maintenance	900	2,301	248	224	79	1,174	4,924	13,118	-	18,042
Membership dues	6,471	13,892	1,439	1,325	510	2,051	25,668	14,592	-	40,280
Other	518	1,585	141	130	47	771	3,192	9,175	-	12,987
Total program expenses	1,448,647	3,988,401	453,161	344,081	632,094	2,722,360	9,469,714	2,995,802	70,885	12,556,401
General and administrative allocation	810,638	2,418,476	357,303	155,091	102,004	(876,635)	3,066,687	(3,066,687)	-	-
Total expenses	2,260,185	6,406,877	810,464	499,052	734,098	1,845,725	12,556,401	(70,885)	70,885	12,556,401
Change in net assets	\$ 1,632,757	\$ (335,378)	\$ 171,455	\$ (90,910)	\$ (102,481)	\$ (591,933)	\$ 583,609	\$ 70,885	\$ (70,885)	\$ 583,609

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Cash Flows**

**Year Ended June 30, 2018  
(With Comparative Totals for Year Ended June 30, 2017)**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 583,509	\$ 1,232,267
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	251,257	246,740
Net realized and unrealized gains on investments	(41,184)	(78,772)
Provision for bad debt	1,286,950	1,106,441
Gain on sale of assets	441	-
Changes in operating assets and liabilities		
Accounts receivable	(1,658,315)	(853,360)
Prepaid expenses	14,164	(25,604)
Accounts payable and accrued expenses	20,655	9,712
Accrued payroll and related expenses and vacation	17,690	39,432
Estimated third-party liability	817,600	(351,004)
Deferred revenue	<u>-</u>	<u>(206,580)</u>
Net cash provided by operating activities	<u>1,292,767</u>	<u>1,119,272</u>
Cash flows from investing activities		
Purchases of investments	(618,427)	(536,716)
Proceeds from the sale of investments	629,301	551,403
Purchase of property and equipment	<u>(207,305)</u>	<u>(130,555)</u>
Net cash used by investing activities	<u>(196,431)</u>	<u>(115,868)</u>
Cash flows from financing activities		
Net repayment on the line of credit	(248,224)	(751,776)
Principal payments on notes payable	<u>(128,532)</u>	<u>(123,643)</u>
Net cash used by financing activities	<u>(376,756)</u>	<u>(875,419)</u>
Net increase in cash and cash equivalents	719,580	127,985
Cash and cash equivalents, beginning of year	<u>744,554</u>	<u>616,569</u>
Cash and cash equivalents, end of year	<u>\$ 1,464,134</u>	<u>\$ 744,554</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 146,843</u>	<u>\$ -</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**Organization**

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations, which include board designated funds of \$540,065 and \$1,503,958 at June 30, 2018 and \$42,893 and \$1,483,120 at June 30, 2017, included in cash and investments, respectively.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities and changes in net assets as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2017 financial statements, from which the summarized information was derived.

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Accounts Receivable**

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

**Investments**

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;



**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in unrestricted net assets in all other cases.

**Property and Equipment**

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. In 2018 the method of allocating expenses by function was revised based on patient service revenue related to medical services by department. In 2017, expenses were allocated based on payroll expense by department.

**Estimated Third-Party Liability**

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2018 and 2017. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2018, which is the date that the financial statements were available to be issued.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**2. Program Service Fees and Concentrations of Credit Risk**

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 76% and 74% of the Organization's net program service fees for 2018 and 2017, respectively. Net revenues from the Medicaid program accounted for approximately 11% and 17% of the Organization's net program service fees for 2018 and 2017, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2018 and 2017 from those major sources is as follows:

	<u>2018</u>	<u>2017</u>
Private pay	\$ 1,401,634	\$ 1,070,603
Commercial insurance	326,938	322,958
Medicaid	1,880,676	2,546,817
Medicare	1,147,556	1,301,991
Other payers	589,739	438,909
Managed care	<u>16,899,789</u>	<u>12,886,961</u>
	<u>22,246,332</u>	<u>18,568,239</u>
Less: Contractual allowances	(4,426,265)	(3,092,460)
Capitation adjustments	(5,990,567)	(3,452,269)
Provision for bad debt	<u>(1,286,950)</u>	<u>(1,106,441)</u>
	<u>(11,703,782)</u>	<u>(7,651,170)</u>
Program service fees, net	<u>\$ 10,542,550</u>	<u>\$ 10,917,069</u>

The increase in bad debt expense in 2018 as compared to 2017 is primarily due to collection issues relating to self pay patients.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2018</u>	<u>2017</u>
Private pay	34 %	61 %
Blue Cross/Blue Shield	4	1
Medicaid	31	23
Medicare	15	5
Other	6	3
Managed care	<u>10</u>	<u>7</u>
	<u>100 %</u>	<u>100 %</u>

**3. Investments**

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2018</u>	<u>2017</u>
Common stocks	\$ 554,946	\$ 558,516
Equity mutual funds	403,223	718,546
U.S. Treasury bonds	436,769	343,841
Corporate bonds	270,297	24,062
Mortgage backed securities	-	87,951
Corporate bond mutual funds	<u>97,993</u>	<u>-</u>
	<u>\$ 1,763,228</u>	<u>\$ 1,732,916</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

**4. Fair Value of Financial Instruments**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>2018</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Corporate bond mutual funds	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>
		<u>2017</u>	
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 558,516	\$ -	\$ 558,516
Equity mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	<u>87,951</u>	<u>-</u>	<u>87,951</u>
	<u>\$ 1,708,854</u>	<u>\$ 24,062</u>	<u>\$ 1,732,916</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**5. Property and Equipment**

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land, buildings and improvements	\$ 5,028,346	\$ 4,983,891
Furniture and equipment	284,824	263,330
Computer equipment	254,861	230,567
Software	684,047	660,917
Vehicles	-	32,766
Construction in process	<u>240,773</u>	<u>-</u>
	6,492,851	6,171,471
Less accumulated depreciation	<u>(3,559,185)</u>	<u>(3,341,102)</u>
Property and equipment, net	<u>\$ 2,933,666</u>	<u>\$ 2,830,369</u>

**6. Endowment**

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Interpretation of Relevant Law**

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

**Return Objectives and Risk Parameters**

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

**Spending Policy**

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**Endowment Composition and Changes in Endowment**

The endowment net asset composition by type of fund as of June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 137,837	\$ 121,435	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	-	-	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 129,553	\$ 120,244	\$1,775,808
Contributions	200	-	-	200
Investment return				
Investment income	35,886	5,144	739	41,769
Net appreciation	35,387	5,068	729	41,184
Investment fees	<u>(13,461)</u>	<u>(1,928)</u>	<u>(277)</u>	<u>(15,666)</u>
Total investment return	57,812	8,284	1,191	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	-	-	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$1,803,295</u>

The endowment net asset composition by type of fund as of June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	<u>1,526,011</u>	-	-	<u>1,526,011</u>
	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

The changes in endowment net assets for the year ended June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	\$ 1,539,326	\$ 71,810	\$ 98,593	\$1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	<u>(13,867)</u>	<u>(1,934)</u>	<u>(278)</u>	<u>(16,079)</u>
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassification of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>
Endowment net assets, June 30, 2017	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$1,775,808</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and, due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

**7. Debt Obligations**

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (6% at June 30, 2018). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2018 and an outstanding balance of \$248,224 at June 30, 2017. The line of credit agreement has a maturity date of February 28, 2019.



**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**Notes Payable**

The Organization had the following notes payable:

	<u>2018</u>	<u>2017</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$ 888,676	\$ 946,599
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (5.82% at June 30, 2018); collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>658,329</u>	<u>697,393</u>
Less: unamortized deferred issuance costs	<u>(2,031)</u>	<u>(2,878)</u>
Total notes payable	<u>\$ 1,544,974</u>	<u>\$ 1,641,114</u>

The scheduled maturities on notes payable are as follows:

2019	\$ 930,818
2020	48,149
2021	568,038

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2018.

THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Notes to Financial Statements

June 30, 2018  
(With Comparative Totals for June 30, 2017)

8. Commitments and Contingencies

Litigation

At June 30, 2018, the Organization was a named respondent in an administrative matter. After consultation with legal counsel, management estimates this matter will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

Construction Commitment

In 2018, the Organization commenced renovations of a building. In connection with these renovations, the Organization expects the total cost of the project to be approximately \$412,000 and has signed construction contracts for that amount. Total costs incurred at June 30, 2018 were approximately \$200,000, and the project is expected to be completed during the year ending June 30, 2019.

Operating Leases

Rent expense of \$12,079 for various equipment was incurred for both the years ended June 30, 2018 and 2017, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the next two years ending June 30 are as follows:

	<u>Operating Leases</u>
2019	\$ 12,079
2020	<u>9,380</u>
	<u>\$ 21,459</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**9. Tax Deferred Annuity Plan**

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2018. Expenses associated with this plan were \$102,941 for the year ended June 30, 2018. There was no expense associated with this plan for the year ended June 30, 2017.

**BOARD OF DIRECTORS 2019**

**Alphabetical Order**

Emily Blatt, MSM

Pamela Burns - *Board Vice Chair*

Christine D. Furman, MBA

Alan Harkabus

Jone LaBombard, MS - *Board Secretary*

Laura Maistrosky, Esquire

Mary Ann Somerville

Tanya L. Spony, Esquire - *Board Chair*

Aaron Telage, CPA, MSA

Marie Tule, CPA, MSA - *Board Treasurer*

Donna Upson, MBA

Diane Vienneau, M.Ed., CAGS

July 25, 2019

## HOUSING SUPPORT TEAM- HOUSING SPECIALIST ACCORDING TO EVIDENCE-BASED PRACTICES KIT

The Senior Housing Specialist (HS) is responsible for implementing the Bridge Subsidy Program. The HS will work collaboratively with the State Bureau of Mental Health Services (BMHS) staff, housing agencies, and service providers to develop and provide stable, affordable, and long-term independent housing opportunities through short and long-term subsidies such as Section 8 vouchers or other types of permanent housing. The HS provides assistance to adults with serious and persistent mental illnesses, including homeless adults.

### Duties and Responsibilities of the Senior Housing Coordinator

**Schedule, coordinate, and facilitate housing opportunities for consumers through housing development activities. Housing development activities including the following:**

- Provide outreach to landlords and individuals to market the Permanent Supportive Housing Program;
- Conduct face-to-face housing presentations; and
- Help complete applications of various rental housing resources including print media and internet sources.

**Help consumers secure and maintain affordable housing. Housing search activities include the following:**

- Contact prospective landlords to schedule showing of rental units;
- Schedule housing interviews for consumers; NEW SITE:
- Assist with the rental application process;
- Conduct apartment inspections to ensure apartments meet acceptable standards; and
- Help consumers make informed decisions.

**Housing assistance activities include the following:**

- Ensure the execution of a subsidy contract for the individual; and
- Maintain current information about the individual's benefits (that is, basic income and medical information) to ensure that the subsidy amount is accurate with regard to the individual's income.
- Facilitate annual recertifications for on-going eligibility.

**Provide housing advocacy and other supportive services to individuals:**

- Help individuals meet tenancy obligations such as timely rent payments and other lease requirements;
- Assist individuals with housing-related issues relevant to fulfilling lease requirements such as initial household setup, budgeting, housekeeping, house rules, contacting the landlord about repairs and other problems in the home, health and safety (including fire emergency plans and other safety and security concerns), and other issues;
- Help mediate landlord-tenant issues;
- Provide follow-up services to individuals in maintaining their homes by providing periodic in-home visits;
- Help individuals apply for and transition to other types of long-term housing assistance, such as Section 8 vouchers, the 811 Program, or public housing;
- Collaborate with designated agencies to ensure an individual's stability in the home; and
- Assist, guide, and refer individuals to other resources as needed.

## HOUSING SUPPORT TEAM- HOUSING SPECIALIST ACCORDING TO EVIDENCE-BASED PRACTICES KIT

### Administrative Duties:

- Maintain security and confidentiality of individual information;
- Prepare internal reports for BMHS including demographic information; services provided to individuals; appointments with landlords, property managers; housing subsidy administrators, or other marketing efforts; and meeting with individuals;
- Document rental assistance payments to landlords;
- Coordinate and record individual applications to subsidy programs;
- Track and monitor that all Bridge recipients complete annual recertifications for on-going eligibility;
- Provision of individual supervision to housing support specialist and maintain supervision records; and
- Other duties as assigned.

### Qualifications:

- Bachelor's degree preferred, preferably in the social sciences or human services field. Experience can be substituted for formal education.
- One year's experience working with special needs populations.
- Valid driver's license and clean driving record.
- Availability to work flexible hours to provide on-call support and respond to after-hours concerns and emergencies.
- Proficiency in Microsoft word and excel.
- Prior supervision experience is helpful.
- Familiarity with housing subsidy programs a plus.

## HOUSING SUPPORT TEAM- HOUSING SPECIALIST ACCORDING TO EVIDENCE-BASED PRACTICES KIT

The Housing Specialist (HS) is responsible for implementing the Bridge Subsidy Program. The HS will work collaboratively with the State Bureau of Mental Health Services (BMHS) staff, housing agencies, and service providers to develop and provide stable, affordable, and long-term independent housing opportunities through short and long-term subsidies such as Section 8 vouchers or other types of permanent housing. The HS provides assistance to adults with serious and persistent mental illnesses, including homeless adults.

### Duties and Responsibilities of the Housing Coordinator

**Schedule, coordinate, and facilitate housing opportunities for consumers through housing development activities. Housing development activities including the following:**

- Provide outreach to landlords and individuals to market the Permanent Supportive Housing Program;
- Conduct face-to-face housing presentations; and
- Help complete applications of various rental housing resources including print media and internet sources.

**Help consumers secure and maintain affordable housing. Housing search activities include the following:**

- Contact prospective landlords to schedule showing of rental units;
- Schedule housing interviews for consumers;
- Assist with the rental application process;
- Conduct apartment inspections to ensure apartments meet acceptable standards; and
- Help consumers make informed decisions.

**Housing assistance activities include the following:**

- Ensure the execution of a subsidy contract for the individual; and
- Maintain current information about the individual's benefits (that is, basic income and medical information) to ensure that the subsidy amount is accurate with regard to the individual's income.
- Facilitate annual recertifications for on-going eligibility.

**Provide housing advocacy and other supportive services to individuals:**

- Help individuals meet tenancy obligations such as timely rent payments and other lease requirements;
- Assist individuals with housing-related issues relevant to fulfilling lease requirements such as initial household setup, budgeting, housekeeping, house rules, contacting the landlord about repairs and other problems in the home, health and safety (including fire emergency plans and other safety and security concerns), and other issues;
- Help mediate landlord-tenant issues;
- Provide follow-up services to individuals in maintaining their homes by providing periodic in-home visits;
- Help individuals apply for and transition to other types of long-term housing assistance, such as Section 8 vouchers, the 811 Program, or public housing;
- Collaborate with designated agencies to ensure an individual's stability in the home; and
- Assist, guide, and refer individuals to other resources as needed.

## HOUSING SUPPORT TEAM- HOUSING SPECIALIST ACCORDING TO EVIDENCE-BASED PRACTICES KIT

### **Administrative Duties:**

- Maintain security and confidentiality of individual information;
- Maintain records including demographic information; services provided to individuals; appointments with landlords, property managers, housing subsidy administrators, or other marketing efforts; and meeting with individuals;
- Document rental assistance payments to landlords; and
- Coordinate and record individual applications to subsidy programs.

### **Qualifications:**

- Bachelor's degree preferred, preferably in the social sciences or human services field. Experience can be substituted for formal education.
- One year's experience working with special needs populations.
- Valid driver's license and clean driving record.
- Availability to work flexible hours to provide on-call support and respond to after-hours concerns and emergencies.
- Proficiency in Microsoft word and excel.
- Familiarity with housing subsidy programs a plus.



Mary A. Chaput



## **WORK HISTORY**

*2003-Present*

*Regional Assistant, Familystrength*

Provide administrative support to the Regional Directors at two office locations (Nashua and Manchester) including managing all incoming phone calls and correspondence. Major responsibilities include processing of new client intakes, ongoing clinical file audit / maintenance and the processing of bi-weekly billing requirements to the agency headquarters. Volunteered to design and develop a Regional Assistants Policies & Procedures Manual and to participate in the design, testing and documentation of a new billing system.

*1999-2003*

*Teacher Assistant / Program Aide, Merrimack Senior High School*

Assist in a program designed to support students with emotional and learning disabilities. Work with students to plan for and complete academic assignments by attending classes, tutoring, assisting with library and internet research, etc. Provide administrative support by maintaining billing records, monitoring and troubleshooting PC usage and setting up program reporting system.

*1989-1999*

*Software Course Developer/Instructor and Manufacturing Operations Manager  
Digital Equipment Corporation*

Responsible for the design, development and delivery of software product training materials. Wrote detailed project plans and specifications. Consistently implemented against established milestones and budgets.

Later transferred to the Manufacturing Business Unit where I managed a group of 15 contributors supporting the planning and release of software products to the manufacturing environment for deployment at worldwide distribution sites. Part of an operations management team responsible for monitoring and managing the product introduction work flow and corresponding business processes. Involved in ongoing forecasting, budgeting and operations activities as well as specialized programs such as ISO certification and internal audit processes.

## **EDUCATION**

*May 2000*

*Bachelor of Science - Business Administration Specialized in Accounting, New Hampshire College*

Graduated as a member of the Delta Mu Delta National Honor Society

## **REFERENCES**

Available on request.

# Laurie Garland

## EXPERIENCE:

11/13 - present **Manchester Community Health Center, Manchester, NH**  
Financial Controller

- Produce complete monthly financial statements, statistical reports, and departmental reports
- Prepare monthly bank reconciliations, account reconciliations, and allowance estimate
- Supervise the Business Office Manager and Front Office Manager
- Perform periodic internal audits
- Maintain position control list, providing HR with vacancy and budget reports
- Work with the CFO in annual budget development; \$15M budget in FY16
- Manage over 30 grants annually: Federal, State, and Private; invoicing, draw downs, budget development and revisions, wage allocations, financial reporting, subrecipient monitoring
- Maintain temporarily restricted net assets schedule
- Projects/Accomplishments:
  - Point person on audit engagements, which have resulted in clean financial statement audits, Single Audits, and State audits during a period of significant growth in the health center, including the acquisition of a pediatric practice in November, 2014
  - Revise chart of accounts from 3 segments to 7 segments for increased reporting capabilities
  - Migrate fixed assets records from Excel to Sage Fixed Assets software
  - Write and update finance department policies and procedures

Accs  
Fund  
Reports  
Spec.

7/11 - 11/13  
1/07 - 6/11

**Melanson Heath & Company, PC, Nashua, NH**  
Senior Staff Accountant  
Staff Accountant

- Focus on financial statement audit engagements of Massachusetts and New Hampshire municipalities, OMB Circular A-133 Single Audits, audits of student activity funds, and audits of contributory retirement systems
- Train staff members and interns
- Knowledgeable in municipal fund accounting
- Prepare, audit, and analyze financial statements and budget versus actual comparisons
- Perform thorough risk assessments over clients' internal controls
- Analyze clients' bank reconciliations, grant compliance, and fixed asset records
- Meet annual firm CPE requirements through numerous workshops and courses. Topics of study include: Financial statement preparation, Single Audit compliance auditing and reporting, forensic accounting, fraud prevention and detection, and ethics

10/04 - 1/07

**eSped.com Inc., Andover, MA**  
Office Manager

- Manage accounts receivable: Process deposits, monitor invoice aging, analyze service terms
- Generate communications for Sales & Marketing department: Draft proposals and contracts, develop marketing materials
- Provide consistent customer service, data entry, and data conversion

## EDUCATION:

5/15

**University of New Hampshire Professional Development and Training, Durham, NH**  
Supervisor's Boot Camp course

9/06 - 1/09

**Southern New Hampshire University, Manchester, NH**  
*Master of Science* in Accounting

9/00 - 5/04

**University of New Hampshire, Whittemore School of Business and Economics, Durham, NH**  
*Bachelor of Science* in Business Administration - Option in Marketing and a Minor in Computer and Information Technology; Magna Cum Laude

# Laurie Garland

## **OTHER:**

5/15 **Bi-State Primary Care Association's Leadership Development Program 2015 graduate**

2/14 - present **Notary Public, commissioned in Hillsborough County, New Hampshire**

1/12 – 3/13 **Bridges: Domestic and Sexual Violence Support, Nashua, NH**  
Treasurer of the Board of Directors

## **COMPUTER**

**SKILLS:** Proficient in Sage 100 ERP, Sage Fixed Assets, Microsoft Office products including Excel, Word, and Outlook, eCopy PDF Pro, Adobe Acrobat, ProSystem fx Engagement.

# Jill O'Neill

- Objective** To obtain a position in the field of Criminal Justice or in the field of Social Services that will provide the necessary skills needed for career growth.
- Education** Graduated May 18, 2002 Salem State College Salem, MA
- BA in Criminal Justice with a minor in Sociology
- Specialized Training**
- Completion of a thirty eight hour training period on Domestic Violence, certified by HAWC (Help for Abused Women and Their Children) of Salem, MA.
  - Completion of a three hour training period on the petition for 209A relief, certified by HAWC of Salem, MA.
- Volunteer Experience**
- October 2001-October 2002 Hotline Advocate HAWC Salem, MA
- Working various shifts on HAWC's 24-hour hotline taking calls and responding back to individuals seeking emotional support, legal advice, providing information about various shelters, and how to utilize HAWC's services and other community-based services.
- November 2001-October 2002 Legal Advocate Lynn District Court Lynn, MA
- Working every Tuesday out of the Domestic Violence Unit helping those who are eligible to file a restraining order, printing criminal records, advocating for those seeking 209A relief in front of the presiding Judge, also providing information on domestic violence, making referrals to HAWC's services and other community-based services.
- Work Experience**
- January 13, 2003- Present The Nashua Academy Program Nashua, NH
- Case Manager
- Creating and monitoring the client's compliance with the Individualized Self Improvement Plan (ISIP), linking client with programs and resources as specified in his/her ISIP, mobilizing support systems for the client, advocating, and coordinating aspects of defendant's involvement in the Nashua Academy Program. In addition, providing direct service provision in areas of rehabilitation and environmental supports needed to sustain the client in his/her current or future living, working, social situations, or in other community settings as stipulated in the ISIP.

November 1, 2002- January 2003

The Key Program

Salem, NH.

### **Outreach and Tracking Caseworker**

- Intake clients referred by the Department of Social Services, develop treatment plans according to the goals set by Family Based Services, aid in transportation to various appointments, conduct weekly contacts with youth's schools, Probation officers, juvenile detectives/ truancy officers, therapists, and social workers. Caseworkers make daily physical visits with clients and their families. Caseworkers stabilize clients and their families when crisis intervention is needed. Caseworkers document reports on a daily, weekly, and monthly basis for each of their clients. Other Responsibilities include: attending meetings set up by the Department of Social Services, preparing the client to term by setting up aftercare plans and aftercare follow ups.

**References**

**Will furnish upon request.**

## GREATER NASHUA MENTAL HEALTH

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
To be hired	Housing Coordinator	\$35,000	100%	\$35,000
To be hired	Senior Housing Coordinator	\$37,000	100%	\$37,000
Mary Chaput	Staff Accountant	\$46,938	1.3%	\$620
Laurie Garland	Controller	\$71,000	1.1%	\$820
Jill O'Neill	Associate Director, Community Support Services	\$62,492.82	7%	\$4,327.20

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-07)


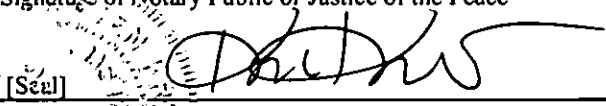
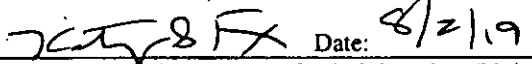
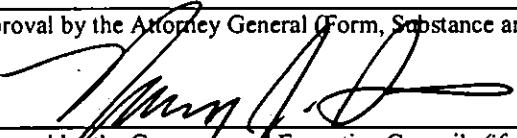
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory William Rider, President / CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7/30/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Kristen Kraunelis, Justice of the peace			
1.14 State Agency Signature   Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory Kutja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>8/6/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.
    - 2.2.9.2. Securing utilities.



## Exhibit A

- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.
  - 2.4.3. Feedback from landlords.



**Exhibit A**

- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

*WJH*

7/30/19



## Exhibit A

- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.
  - 4.1.3. Resolutions of barriers experienced.



## Exhibit A

- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.
  - 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

*WML*

7/30/19



New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services



**Exhibit A**

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- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS / contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 87,265.00	\$ -	\$ 87,265.00	\$ -	\$ -	\$ -	\$ 87,265.00	\$ -	\$ 87,265.00
2. Employee Benefits	\$ 26,179.00	\$ -	\$ 26,179.00	\$ -	\$ -	\$ -	\$ 26,179.00	\$ -	\$ 26,179.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 488.00	\$ -	\$ 488.00	\$ -	\$ -	\$ -	\$ 488.00	\$ -	\$ 488.00
6. Travel	\$ 3,825.00	\$ -	\$ 3,825.00	\$ -	\$ -	\$ -	\$ 3,825.00	\$ -	\$ 3,825.00
7. Occupancy	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00	\$ -	\$ 712.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,575.00	\$ -	\$ 1,575.00	\$ -	\$ -	\$ -	\$ 1,575.00	\$ -	\$ 1,575.00
Postage	\$ 570.00	\$ -	\$ 570.00	\$ -	\$ -	\$ -	\$ 570.00	\$ -	\$ 570.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 712.00	\$ -	\$ 712.00	\$ -	\$ -	\$ -	\$ 712.00	\$ -	\$ 712.00
Insurance	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ -	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
9. Software	\$ 949.00	\$ -	\$ 949.00	\$ -	\$ -	\$ -	\$ 949.00	\$ -	\$ 949.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 15,228	\$ 15,228	\$ -	\$ -	\$ -	\$ -	\$ 15,228	\$ 15,228
<b>TOTAL</b>	<b>\$ 126,900</b>	<b>\$ 15,228</b>	<b>\$ 142,128</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 126,900</b>	<b>\$ 15,228</b>	<b>\$ 142,128</b>

Indirect As A Percent of Direct

12.0%

Contractor Initials

Date

*WTR*  
 7/30/19

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract/share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 118,354.00	\$ -	\$ 118,354.00	\$ -	\$ -	\$ -	\$ 118,354	\$ -	\$ 118,354.00
2. Employee Benefits	\$ 34,906.00	\$ -	\$ 34,906.00	\$ -	\$ -	\$ -	\$ 34,906	\$ -	\$ 34,906.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ 650.00
6. Travel	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100	\$ -	\$ 5,100.00
7. Occupancy	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,100.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100	\$ -	\$ 2,100.00
Postage	\$ 780.00	\$ -	\$ 780.00	\$ -	\$ -	\$ -	\$ 780	\$ -	\$ 780.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 950.00	\$ -	\$ 950.00	\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950.00
Insurance	\$ 1,900.00	\$ -	\$ 1,900.00	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 1,900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
9. Software	\$ 1,265.00	\$ -	\$ 1,265.00	\$ -	\$ -	\$ -	\$ 1,265	\$ -	\$ 1,265.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600	\$ -	\$ 1,600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 20,303	\$ 20,303	\$ -	\$ -	\$ -	\$ -	\$ 20,303	\$ 20,303
<b>TOTAL</b>	<b>\$ 189,195</b>	<b>\$ 20,303</b>	<b>\$ 189,498</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 189,195</b>	<b>\$ 20,303</b>	<b>\$ 189,498</b>

Indirect As A Percent of Direct

12.0%



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

*[Handwritten initials]*

*[Handwritten date]* 7/30/19

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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7/30/19



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

*WJH*  
7/30/19



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

*WJ*

7/30/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1; 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

401 Cypress St  
Manchester, NH 03103

Check  if there are workplaces on file that are not identified here.

Vendor Name: The Mental Health Center of Greater  
Manchester

7/30/19  
Date

WRider  
Name: William Rider  
Title: President/CEO



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):  
\*Temporary Assistance to Needy Families under Title IV-A  
\*Child Support Enforcement Program under Title IV-D  
\*Social Services Block Grant Program under Title XX  
\*Medicaid Program under Title XIX  
\*Community Services Block Grant under Title VI  
\*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19  
Date

WRider  
Name: William Rider  
Title: President / CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*WMA*  
7/30/19



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19  
Date

William Rider  
Name: William Rider  
Title: President / CEO





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

*WTR*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19

Date

WR  
Name: William Rider  
Title: President / CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations, and Whistleblower protections

Vendor Initials WR

Date 7/30/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19

Date

WR  
Name: William Rider  
Title: President / CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*WPA*

*7/30/19*



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*WJH*

Date 7/30/19



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*WTR*

7/30/19



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*WPA*

Date 7/30/19



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*WTH*





Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

The Mental Health Center of Greater Manchester  
Name of the Vendor

William Rider  
Signature of Authorized Representative

William Rider  
Name of Authorized Representative

President / CEO  
Title of Authorized Representative

7/30/19  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: The Mental Health Center of Greater  
Manchester

7/30/19

Date

  
Name: William Rider  
Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07397 8280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

*WJK*  
1/30/19



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options; and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

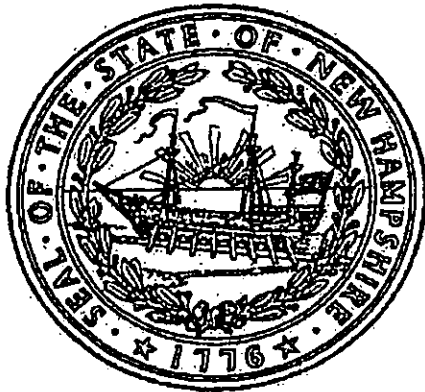
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number : 0004505395



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Phillip Hastings, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 29, 2019;  
(Date)

**RESOLVED:** That the President/Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30<sup>th</sup> day of July, 2019.  
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Phillip Hastings  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2019.

By Phillip Hastings  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)  
Commission Expires: Jan 23, 2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Teri Davis	
CGI Business Insurance		<b>PHONE (A.C. No. Ext.):</b> (866) 841-4600	<b>FAX (A.C. No.):</b> (803) 622-4618
171 Londonderry Turnpike		<b>E-MAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com	
Hooksett NH 03106		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Insurance	
		<b>INSURER B:</b> Philadelphia Indemnity Insurance	
		<b>INSURER C:</b> A.I.M. Mutual	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
The Mental Health Center of Greater Manchester, Inc.			
401 Cypress Street			
Manchester NH 03103-3628			

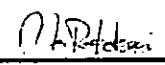
**COVERAGES:** CERTIFICATE NUMBER: 19-20 Master. REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$2M Agg <input checked="" type="checkbox"/> Abuse Liability \$1M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1958850	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPH1958852	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB869112	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC6004000298-2018A	09/12/2018	09/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*Supplemental Names\*\* Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.  
 This Certificate is issue for insured operations usual to Mental Health Services.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of NH Dept. of Health & Human Services 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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The Mental Health Center  
of Greater Manchester

## **MISSION**

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

## **VISION**

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

## **GUIDING VALUES AND PRINCIPLES**

**We** treat everyone with respect, compassion and dignity.

**We** offer hope and recovery through individualized, quality behavioral health services.

**We** provide evidence-based, culturally responsive and consumer, family focused care.

**We** support skilled staff members who work together and strive for excellence.

**We** pursue partnerships that promote wellness and create a healthy community.

*Revised and Approved by the Board of Directors on September 25, 2018*



**The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.**

**COMBINING FINANCIAL STATEMENTS**

**June 30, 2018**

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
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June 30, 2018

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the combining statement of financial position as of June 30, 2018, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplementary Pages on pages 20 through 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittell Branson & Sargent*

St. Albans, Vermont  
October 24, 2018

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF FINANCIAL POSITION  
June 30, 2018

ASSETS

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CURRENT ASSETS</b>				
Cash	\$ 6,218,262	\$ 19,675	\$ -	\$ 6,237,937
Accounts Receivable, net	1,286,113	-	-	1,286,113
Other Accounts Receivable	483,278	-	-	483,278
Due From Affiliate	-	28,525	(28,525)	-
Investments	-	3,880,108	-	3,880,108
Prepaid Expenses	394,375	-	-	394,375
	<u>8,382,028</u>	<u>3,928,308</u>	<u>(28,525)</u>	<u>12,281,811</u>
<b>TOTAL CURRENT ASSETS</b>				
<b>PROPERTY, PLANT AND EQUIPMENT, Net of accumulated depreciation</b>	<u>14,349,131</u>	<u>-</u>	<u>-</u>	<u>14,349,131</u>
<b>TOTAL ASSETS</b>	<u>\$ 22,731,159</u>	<u>\$ 3,928,308</u>	<u>\$ (28,525)</u>	<u>\$ 26,630,942</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 166,634	\$ -	\$ -	\$ 166,634
Accrued Payroll & Vacation, other accruals	3,250,340	710	-	3,251,050
Deferred Revenue	46,159	-	-	46,159
Due To Affiliate	28,525	-	(28,525)	-
Current Portion of Long-Term Debt	201,405	-	-	201,405
Amounts held for Patients and Other Deposits	17,473	-	-	17,473
	<u>3,710,536</u>	<u>710</u>	<u>(28,525)</u>	<u>3,682,721</u>
<b>TOTAL CURRENT LIABILITIES</b>				
<b>EXTENDED ILLNESS LEAVE, Long term</b>	<u>415,165</u>	<u>-</u>	<u>-</u>	<u>415,165</u>
<b>POST-RETIREMENT BENEFIT OBLIGATION</b>	<u>71,225</u>	<u>-</u>	<u>-</u>	<u>71,225</u>
<b>LONG-TERM DEBT, less current maturities and unamortized debt issuance costs</b>	<u>7,213,619</u>	<u>-</u>	<u>-</u>	<u>7,213,619</u>
<b>NET ASSETS</b>				
Unrestricted	11,320,614	3,587,909	-	14,908,523
Temporarily restricted	-	107,392	-	107,392
Permanently restricted	-	232,297	-	232,297
	<u>11,320,614</u>	<u>3,927,598</u>	<u>-</u>	<u>15,248,212</u>
<b>TOTAL NET ASSETS</b>				
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 22,731,159</u>	<u>\$ 3,928,308</u>	<u>\$ (28,525)</u>	<u>\$ 26,630,942</u>

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
For the Year Ended June 30, 2018

	MHCGM	Foundation		Eliminating Entries	Combined Total
	Unrestricted	Unrestricted	Temporarily Restricted		
<b>REVENUE AND OTHER SUPPORT</b>					
Program Service Fees	\$ 21,293,641	\$ -	\$ -	\$ -	\$ 21,293,641
Fees and Grants from Governmental Agencies	2,879,822	-	-	-	2,879,822
Rental Income	626,055	-	-	-	626,055
Other Income	5,884,646	-	-	-	5,884,646
<b>TOTAL REVENUE AND OTHER SUPPORT</b>	<b>30,684,164</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30,684,164</b>
<b>OPERATING EXPENSES</b>					
Program Services:					
Children & Adolescents	4,372,890	-	-	-	4,372,890
Elderly	320,757	-	-	-	320,757
Emergency Services	1,934,951	-	-	-	1,934,951
Vocational Services	592,568	-	-	-	592,568
Non-Eligibles	1,382,534	-	-	-	1,382,534
Multl-Service Team	7,284,290	-	-	-	7,284,290
ACT Team	3,270,457	-	-	-	3,270,457
Crisis Unit	4,689,604	-	-	-	4,689,604
Community Residences & Support Living	1,552,426	-	-	-	1,552,426
Other	1,149,581	-	-	-	1,149,581
Total Program Services	26,550,058	-	-	-	26,550,058
Supporting Services					
Management and General	3,210,540	-	-	(85,000)	3,125,540
Property	1,001,958	-	-	-	1,001,958
<b>TOTAL OPERATING EXPENSES</b>	<b>30,762,556</b>	<b>-</b>	<b>-</b>	<b>(85,000)</b>	<b>30,677,556</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>(78,392)</b>	<b>-</b>	<b>-</b>	<b>85,000</b>	<b>6,608</b>
<b>NON-OPERATING REVENUE/(EXPENSES)</b>					
Contributions	461,811	85,336	20,000	(242,703)	324,444
Interest/Dividend Income	26,587	111,728	-	-	138,315
Investment Gain	-	215,623	-	-	215,623
Dues	-	(4,800)	-	-	(4,800)
Donations to MHCGM	-	(157,703)	-	157,703	-
Miscellaneous Expenses	-	(6,684)	-	-	(6,684)
<b>NON-OPERATING REVENUE/ (EXPENSES), NET</b>	<b>488,398</b>	<b>243,500</b>	<b>20,000</b>	<b>(85,000)</b>	<b>666,898</b>
<b>INCREASE IN NET ASSETS</b>	<b>410,006</b>	<b>243,500</b>	<b>20,000</b>	<b>-</b>	<b>673,506</b>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<b>10,910,608</b>	<b>3,344,409</b>	<b>87,392</b>	<b>232,297</b>	<b>14,574,706</b>
<b>NET ASSETS AT END OF YEAR</b>	<b>\$ 11,320,614</b>	<b>\$ 3,587,909</b>	<b>\$ 107,392</b>	<b>\$ 232,297</b>	<b>\$ 15,248,212</b>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF CASH FLOWS  
For the Year Ended June 30, 2018

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Change in net assets	\$ 410,006	\$ 263,500	\$ -	\$ 673,506
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation and amortization	631,889	-	-	631,889
Unrealized gain on investments	-	(163,957)	-	(163,957)
Realized gain on investments	-	(72,387)	-	(72,387)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,410	-	-	1,410
Other Accounts Receivable	403,268	-	-	403,268
Due from Affiliate	-	27,060	(27,060)	-
Prepaid Expenses	(257,073)	-	-	(257,073)
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	(194,334)	-	-	(194,334)
Due to Affiliate	(27,060)	-	27,060	-
Accrued Expenses and Other Current Liabilities	(112,131)	-	-	(112,131)
Deferred Revenue	(27,983)	-	-	(27,983)
Amounts held for Patients and Other Deposits	9,764	-	-	9,764
Post Retirement Benefit Obligation	(1,725)	-	-	(1,725)
Extended Illness Leave	17,925	-	-	17,925
 NET CASH PROVIDED BY OPERATING ACTIVITIES	 <u>853,956</u>	 <u>54,216</u>	 <u>-</u>	 <u>908,172</u>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property, plant, and equipment, net	(2,555,171)	-	-	(2,555,171)
Finance costs incurred	(104,609)	-	-	(104,609)
Proceeds from sale of investments	-	85,489	-	85,489
Purchase of investments	-	(138,793)	-	(138,793)
 NET CASH USED IN INVESTING ACTIVITIES	 <u>(2,659,780)</u>	 <u>(53,304)</u>	 <u>-</u>	 <u>(2,713,084)</u>
 <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>				
Long-term debt reduction	(169,956)	-	-	(169,956)
 NET INCREASE (DECREASE) IN CASH	 (1,975,780)	 912	 -	 (1,974,868)
 CASH AT BEGINNING OF YEAR	 <u>8,194,042</u>	 <u>18,763</u>	 <u>-</u>	 <u>8,212,805</u>
 CASH AT END OF YEAR	 <u>\$ 6,218,262</u>	 <u>\$ 19,675</u>	 <u>\$ -</u>	 <u>\$ 6,237,937</u>
 <b>SUPPLEMENTAL DISCLOSURES</b>				
Real Estate acquired with long-term debt	\$ 7,680,000	\$ -	\$ -	\$ -
Interest paid	\$ 218,077	\$ -	\$ -	\$ -

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2018, the Center occupies approximately 31,000 square feet of the approximately 65,000 square feet in the building. The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

The Center receives a number of grants from, and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During the year ended June 30, 2018, the Center maintained its estimate in the allowance for doubtful accounts at 68% of total accounts receivable. The allowance for doubtful accounts decreased to \$2,697,713 as of June 30, 2018 from \$2,814,022 as of June 30, 2017. This was a result of an overall decrease in accounts receivable from \$4,110,534 as of June 30, 2017 to \$3,983,826 as of June 30, 2018. The allowance reflects this decrease accordingly.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$21,293,641, of which \$20,921,393 was revenue from third-party payors and \$372,248 was revenue from self-pay clients.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center or Foundation has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Included in the Foundation's unrestricted net assets is \$600,000 of board designated net assets, which was the result of a board approved donation from the Center to the foundation during the year ended June 30, 2015 of \$600,000.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$464,473 for the year ended June 30, 2018.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 74% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 3      ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$1,842,016
Managed medicaid	305,365
Medicaid receivable	517,135
Medicare receivable	205,506
Other insurance	<u>1,113,804</u>
	3,983,826
Allowance	<u>(2,697,713)</u>
	<u>\$1,286,113</u>

ACCOUNTS RECEIVABLE - OTHER

Amoskeag Residences	\$ 6,131
BBH - Cypress Center	56,250
BBH - MCRT	99,707
BBH - IRB	5,250
Boston University	3,149
Catholic Medical Center	116,440
Cenpatico	58,108
Community Connection	12,165
Dartmouth	34,323
Farnum Center	2,088
Harvard Pilgrim	58,856
Manchester Community Health	8,460
Mobile Community Health	2,876
North Shore LIJ	7,026
Two Wall Street Tenants	8,989
Miscellaneous accounts receivable	<u>3,460</u>
	<u>\$ 483,278</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 4 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	Cost	Market
Cash and Cash Equivalents	\$ 62,337	\$ 62,337
Marketable Equity Securities	3,398,652	3,817,771
 TOTAL	 \$3,460,989	 \$3,880,108

Investment return consisted of the following:

Advisory Fees	\$ (20,721)
Net realized gain	72,387
Annualized unrealized gain, net	163,957
 TOTAL INVESTMENT GAIN	 \$ 215,623

NOTE 5 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>06/30/18</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and Cash Equivalents	\$ 62,337	\$ 62,337	\$ -	\$ -
Fixed Income				
Corporate Bonds	569,776	569,776	-	-
Mutual Funds:				
Bank Loans	170,137	170,137	-	-
Diversified Emerging Mkts	166,396	166,396	-	-
Foreign Large Blend	279,219	279,219	-	-
Exchange Traded Fund	306,740	306,740	-	-
Foreign Large Growth	180,050	180,050	-	-
Health	145,841	145,841	-	-
Inflation Protected Bond	67,219	67,219	-	-
Intermediate Term Bond	106,129	106,129	-	-
Large Blend	869,404	869,404	-	-
Large Value	187,936	187,936	-	-
Large Growth	219,400	219,400	-	-
Market Neutral	51,217	51,217	-	-
Nontraditional Bond	126,524	126,524	-	-
Technology	126,815	126,815	-	-
World Bond	148,712	148,712	-	-
World Small/Mid Stock	96,256	96,256	-	-
Total	<u>\$ 3,880,108</u>	<u>\$ 3,880,108</u>	<u>\$ -</u>	<u>\$ -</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 6 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2018:

Land	\$ 2,143,708
Buildings and improvements	15,465,893
Furniture and equipment	<u>2,358,028</u>
	19,967,629
Accumulated depreciation	<u>(5,618,498)</u>
	<u>\$14,349,131</u>

Depreciation expense for the year ended June 30, 2018 was \$622,300.

NOTE 7 DEFERRED REVENUE

CIP Grant	\$ 13,088
Feed NH Grant	5,000
Great Manchester Charitable Trust	3,245
Miscellaneous deferred revenue	8
NH Charitable Foundation	10,348
Pearl Manor Senios Initiative Grant	9,835
Stigma Symposium	<u>4,635</u>
	<u>\$ 46,159</u>

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2018:

Net Post-Retirement Health Cost:

Service cost	\$ 30,858
Interest cost	<u>15,007</u>
Net post retirement health cost	<u>\$ 45,865</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 397,240
Service cost	30,858
Interest cost	15,007
Actuarial loss	6,858
Benefits paid	<u>(34,798)</u>
 Benefit obligation at end of year	 <u>\$ 415,165</u>

Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 415,165
Fair value of plan assets	<u>-</u>
 Unfunded accumulated postretirement benefit obligation	 <u>\$ 415,165</u>

Reconciliation of Accrued Costs:

Accrued post retirement health cost at beginning of year	\$ 545,874
Net post retirement health cost for the year	38,989
Contributions made during the year (benefits paid)	<u>(34,797)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 550,066</u>

Estimated Future Benefit Payments:

2018 – 2019	\$ 62,700
2019 – 2020	76,900
2020 – 2021	32,100
2021 – 2022	31,700
2022 – 2023	24,800
2023 – 2028	<u>172,200</u>

Expected contribution for next fiscal year	<u>\$ 62,700</u>
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The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (397,240)
Net actuarial gain arising during the year	(6,858)
Increase from current year service and interest cost	(45,865)
Contributions made during the year	<u>34,798</u>
 Balance sheet liability at end of year	 <u>\$ (415,165)</u>

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (148,636)
Net actuarial (gain) or loss arising during the year	6,858
Reclassification from amortization of net actuarial loss recognized during the year	<u>6,877</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (134,901)</u>
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Unrestricted Net Assets Not Yet Classified As Net  
Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(134,901)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (134,901)</u>
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Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

Recognition net Actuarial (Gain)/Loss in next fiscal year's expense	<u>\$ (7,730)</u>
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The weighted-average discount rate used in determining the accumulated benefit obligation was 4.22% at June 30, 2018.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post-retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.22% for the year ending June 30, 2018; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

Net Post-Retirement Health Cost:

Interest cost	\$ 2,673
Net amortization of (gain)	<u>7,541</u>
Net post retirement health cost/(income)	<u>\$ 10,214</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 72,950
Interest cost	2,673
Actuarial loss	7,541
Benefits paid	<u>(11,939)</u>
Benefit obligation at end of year	<u>\$ 71,225</u>

FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 71,225
Fair value of plan assets	<u>-</u>
Unfunded accumulated postretirement benefit obligation	<u>\$ 71,225</u>

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 166,358
Net post retirement health cost/(income) for the year	(6,911)
Contributions made during the year (benefits paid)	<u>(11,939)</u>
Accrued post retirement health cost at end of year	<u>\$ 147,508</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2018:

Discount rate 4.22%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	\$ <u>2,747</u>	\$ <u>2,604</u>

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on the health care component of the accumulated postretirement benefit obligation	\$ <u>72,882</u>	\$ <u>69,651</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2018:

Discount rate 4.22%

Cash Flows

Estimated Future Benefit Payments:

2018 – 2019	\$ 11,100
2019 – 2020	10,100
2020 – 2021	8,300
2021 – 2022	7,200
2022 – 2023	6,100
2023 – 2028	19,700

Expected contribution for next fiscal year: \$ 11,100

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (72,950)
Net actuarial gain or (loss) arising during the year	(7,541)
Increase from current year service and interest cost	(2,673)
Contributions made during the year	<u>11,939</u>

Balance sheet liability at end of year \$ (71,225)

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (93,409)
Net actuarial (gain) arising during the year	7,541
Reclassification from amortization of net actuarial loss recognized during the year	<u>9,584</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (76,284)</u>
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Reconciliation of Accrued Costs:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(76,284)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (76,284)</u>
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Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of net Actuarial (Gain) Loss in next fiscal year's expense	<u>\$ (8,655)</u>
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NOTE 10 LINE OF CREDIT

As of June 30, 2018, the organization had available a line of credit with a bank with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2018. These funds are available with interest charged at TD Bank, N.A. Base Rate (5% as of June 30, 2018). The line of credit is due on demand.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 11 LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2018:

Bond payable to a bank, due July 2027, with interest only payments at 3.06% through November 2025. Fixed principal payments commence December 2025. Secured by specific real estate.	\$ 5,760,000
Note payable to a bank, due December 2025, monthly principal and interest payments of \$23,433 at a 4.4% interest rate. Secured by specific real estate.	<u>1,750,044</u>
Total long-term debt before unamortized debt issuance costs	7,510,044
Less: Current Portion	(201,405)
Less: Unamortized debt issuance costs	<u>(95,020)</u>
LONG-TERM PORTION	<u>\$ 7,213,619</u>

Aggregate principal payments on long-term debt, due within the next five years and thereafter are as follows:

Year Ending <u>June 30,</u>	
2019	\$ 201,405
2020	210,448
2021	219,897
2022	229,770
2023	240,086
Thereafter	<u>6,408,438</u>
	<u>\$ 7,510,044</u>

Interest expense for the year ending June 30, 2018 was \$248,772. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$9,589 is reflected in interest expense. The remaining balance of \$239,183 is interest related to the above debt for the year ended June 30, 2018.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 12 LEASE OBLIGATIONS

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more as of June 30, 2018 are as follows:

2019	\$ 78,856
2020	65,107
2021	34,851
2022	14,777

Rent expense was \$70,579 for the year ended June 30, 2018.

NOTE 13 LEASES IN FINANCIAL STATEMENTS OF LESSORS

In July 2017, the Center acquired real estate it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to non-related third parties. Aggregate future minimum lease payments to be received under non-cancelable operating leases with terms of one year or more as of June 30, 2018 are as follows:

2019	\$ 380,542
2020	268,135
2021	176,199
2022	61,350
2023	61,350
Thereafter	71,575

Base rent income was \$479,731 for the year ended June 30, 2018.

NOTE 14 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2018 is \$6,131 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2018 are as follows:

Billed	<u>\$ 81,825</u>
Reimbursed	<u>\$ 82,291</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 15 CONCENTRATIONS OF CREDIT RISK

The Center held deposits with TD Bank N.A. totaling \$6,390,322 as of June 30, 2018. Of this amount \$97,704 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$6,042,618 as of June 30, 2018.

The Foundation held investments with LPL Financial totaling \$3,880,108 as of June 30, 2018. Of this amount \$3,380,108 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2018 is as follows:

Due from clients	46 %
Managed medicaid	8
Medicaid	13
Medicare	5
Other insurance	<u>28</u>
	<u>100 %</u>

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 24, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.

**SUPPLEMENTARY INFORMATION**



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
**ANALYSIS OF ACCOUNTS RECEIVABLE**  
For the Year Ended June 30, 2018

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 1,570,357	\$ 4,806,240	\$ (4,433,992)	\$ 367,288	\$ (467,877)	\$ 1,842,016
MANAGED MEDICAID	305,365	17,998,203	(5,377,020)	23,133	(12,644,316)	305,365
MEDICAID	343,618	5,506,313	(2,390,139)	101,483	(3,044,140)	517,135
MEDICARE	207,385	1,950,286	(660,118)	(368,566)	(923,481)	205,506
OTHER INSURANCE	<u>1,683,809</u>	<u>6,461,888</u>	<u>(2,587,724)</u>	<u>(1,494,448)</u>	<u>(2,949,721)</u>	<u>1,113,804</u>
TOTAL	<u>\$ 4,110,534</u>	<u>\$ 36,722,930</u>	<u>\$ (15,448,993)</u>	<u>\$ (1,371,110)</u>	<u>\$ (20,029,535)</u>	<u>\$ 3,983,826</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES  
For the Year Ended June 30, 2018

	BBH Receivable End of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
CONTRACT YEAR, June 30, 2018	<u>\$ 398,203</u>	<u>\$ 3,044,739</u>	<u>\$ (3,280,057)</u>	<u>\$ 162,885</u>

Analysis of Receipts: <u>Date of Receipt/Deposit</u>	<u>Amount</u>
07/01/17	\$ 141,124
07/03/17	270,690
07/14/17	885
07/21/18	126,628
09/21/17	140,631
09/22/17	244,666
10/02/17	37,500
10/24/17	225,791
12/05/17	325,682
01/19/18	202,370
02/09/18	885
02/22/18	404,102
03/01/18	15,013
04/16/18	885
05/02/18	588,031
06/22/18	477,582
06/27/18	<u>77,592</u>
	<u>\$ 3,280,057</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
For the Year Ended June 30, 2018

	Total Agency	Total Admin.	Total Programs	Child/Adol.	Elderly Services	Emergency Services	Vocational Services	Non - Eligibles	Multi-Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Property
<b>PROGRAM SERVICE FEES</b>																
Net Client Fees	\$ 372,248	\$ -	\$ 372,248	\$ 36,294	\$ (39,819)	\$ 88,754	\$ 5,894	\$ (51,349)	\$ (200,346)	\$ 7,090	\$ 403,874	\$ 8,930	\$ 8,316	\$ -	\$ 104,810	\$ -
HMO's	1,289,149	-	1,289,149	133,481	9,811	217,846	-	379,305	169,381	31,458	347,887	-	-	-	-	-
Blue Cross/Blue Shield	2,025,586	-	2,025,586	289,525	80,782	308,726	-	471,924	436,845	35,437	422,367	-	-	-	-	-
Medicaid	15,737,357	-	15,737,357	5,047,580	305,999	480,917	348,188	264,162	4,982,291	2,129,977	1,214,909	391,939	521,888	3,019	46,498	-
Medicare	1,290,168	-	1,290,168	5,725	206,896	10,784	902	177,154	804,394	75,738	4,961	318	967	142	2,189	-
Other Insurance	559,429	-	559,429	22,124	(5,114)	60,417	10,612	111,172	123,330	3,352	234,235	-	18	-	(717)	-
Other Program Fees	19,704	-	19,704	351	(325)	7,773	-	1,853	1,520	101	8,321	-	110	-	-	-
Sub-total	21,293,641	-	21,293,641	5,535,070	538,210	1,175,217	385,376	1,354,221	6,317,415	2,283,153	2,636,554	401,185	531,299	3,161	152,780	-
<b>LOCAL/COUNTY GOVERNMENT</b>																
Donations/Contributions	481,811	-	481,811	-	-	-	-	157,703	(5,000)	-	-	-	-	-	309,108	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-	-	-	-	-	-	-	-	-	-	-
<b>FEDERAL FUNDING</b>																
PATH	40,121	-	40,121	-	-	40,121	-	-	-	-	-	-	-	-	-	-
RENTAL INCOME	128,936	-	128,936	-	-	-	-	-	-	-	839	-	118,267	-	9,830	497,119
INTEREST INCOME	26,587	-	26,587	-	-	-	-	-	-	-	-	-	-	-	26,587	-
<b>BBH</b>																
Bureau of Behavioral Health	1,632,036	-	1,632,036	3,152	-	440,884	-	-	-	450,000	675,000	-	-	83,000	-	-
Other BBH	1,204,125	-	1,204,125	-	-	-	-	-	-	-	1,204,125	-	-	-	-	-
<b>OTHER REVENUES</b>	5,884,646	-	5,884,646	1,755,890	66,830	604,390	151,784	24,326	1,169,648	621,062	357,000	32,710	274,052	375	826,379	-
Sub-total	9,381,802	-	9,381,802	1,762,582	66,830	1,065,385	151,784	182,029	1,164,648	1,071,062	2,236,064	32,710	362,319	63,375	1,171,904	497,119
<b>TOTAL PROGRAM REVENUES</b>	<b>\$ 30,675,443</b>	<b>\$ -</b>	<b>\$ 30,675,443</b>	<b>\$ 7,297,652</b>	<b>\$ 605,040</b>	<b>\$ 2,280,612</b>	<b>\$ 517,160</b>	<b>\$ 1,536,250</b>	<b>\$ 7,482,263</b>	<b>\$ 3,354,215</b>	<b>\$ 4,873,518</b>	<b>\$ 433,895</b>	<b>\$ 923,618</b>	<b>\$ 66,536</b>	<b>\$ 1,324,684</b>	<b>\$ 497,119</b>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
STATEMENT OF FUNCTIONAL EXPENSES.  
For the Year Ended June 30, 2018

	Total Agency	Total Admin.	Total Programs	Child/Adol.	Elderly Services	Emergency Services	Vocational Services	Non-Eligible	Multi-Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH	Property
<b>PERSONNEL COSTS</b>																
Salary and Wages	\$ 19,701,960	\$ 2,092,973	\$ 17,606,987	\$ 3,042,376	\$ 198,128	\$ 1,413,045	\$ 363,902	\$ 1,033,031	\$ 4,855,912	\$ 2,148,827	\$ 2,932,744	\$ 356,054	\$ 585,606	\$ 43,689	\$ 635,673	\$ -
Employee Benefits	4,158,511	471,068	3,687,443	726,867	42,989	222,250	82,843	92,029	1,039,367	509,706	573,983	86,190	162,448	9,883	138,986	-
Payroll Taxes	1,429,114	148,893	1,280,221	218,517	14,704	101,463	27,011	76,839	346,366	154,927	218,282	26,158	42,543	3,167	50,244	-
Sub-total	25,289,585	2,712,934	22,576,651	3,967,760	255,821	1,736,758	473,756	1,201,899	6,241,645	2,813,462	3,724,909	468,402	790,597	56,739	824,903	-
<b>PROFESSIONAL FEES</b>																
Client Evaluations/Services	332,399	56,173	276,226	(5,292)	638	-	1,052	39,178	165,088	2,342	66,236	-	-	457	6,527	-
Audit Fees	54,000	5,125	48,875	8,656	756	3,715	1,134	3,132	13,122	6,912	7,020	594	1,836	216	1,782	-
Legal Fees	67,576	6,278	61,298	13,245	574	2,675	2,077	6,380	19,552	8,272	5,306	428	1,322	184	1,283	-
Other Prof. Fees/Consultants	71,276	13,357	57,919	10,789	1,214	4,528	1,456	4,060	13,324	7,481	8,933	609	1,883	270	5,372	32,079
<b>STAFF DEVELOPMENT &amp; TRAINING</b>																
Journals/Publications	3,729	435	3,294	693	-	-	-	19	(9)	-	260	32	594	-	1,705	-
In-service Training	(1,053)	-	(1,053)	-	-	-	-	-	(5,000)	-	3,507	-	440	-	-	-
Conferences/Conventions	60,794	19,887	40,907	7,215	514	1,878	429	1,424	13,662	4,039	7,712	279	604	304	2,747	-
Other Staff Development	104,913	23,702	81,211	(1,329)	-	-	13,038	3,168	15,467	7,713	16,768	-	9,972	-	16,416	-
<b>OCCUPANCY COSTS</b>																
Rent	8,407	8,407	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Heating Costs	7,273	-	7,273	-	-	-	-	-	-	-	-	-	7,273	-	-	-
Other Utilities	227,905	8,920	218,885	(84)	6,387	24,190	8,864	(49)	38,854	17,915	71,021	-	43,607	3,342	4,838	156,139
Maintenance & Repairs	478,646	21,130	457,516	18,172	13,003	26,500	18,086	9,403	93,710	37,587	159,169	1,800	66,390	8,142	5,754	204,866
Other Occupancy Costs	14,762	107	14,655	-	40	74	126	-	825	299	8,005	160	5,062	49	15	163,904
<b>CONSUMABLE SUPPLIES</b>																
Office	251,887	92,130	159,757	19,112	900	4,063	4,723	13,909	47,949	12,236	29,104	116	5,751	703	21,191	-
Building/Household	61,602	1,902	59,700	848	970	4,370	1,394	464	6,629	2,925	35,046	10	5,537	595	912	-
Educational/Training	446,054	2,212	443,842	28,248	5,340	6,050	2,336	1,175	154,651	53,944	144,246	627	2,969	33	46,223	-
Food	73,759	2,266	71,493	784	16	15	172	70	259	304	64,279	16	4,680	1	897	-
Medical	77,871	32	77,839	54	5	23	7	20	29,455	44	45,763	4	11	1	2,452	-
Other Consumable Supplies	437,267	75,201	362,066	58,739	5,558	26,088	9,018	22,483	95,041	55,235	52,359	5,311	14,456	1,757	16,021	-
Depreciation-Equipment	258,665	23,813	234,852	43,285	7,404	13,541	6,526	13,284	49,929	33,258	40,782	4,394	14,896	1,111	6,444	-
Depreciation-Building	167,609	9,016	158,593	5,520	5,550	8,304	7,411	3,138	36,642	14,823	43,970	-	26,268	6,820	147	196,025
Equipment Maintenance	37,068	7,883	29,205	4,392	329	1,599	647	1,804	7,680	3,390	5,881	258	1,844	97	1,286	-
Advertising	58,236	4,914	51,322	5,999	594	2,526	771	3,132	8,923	4,700	5,007	404	1,249	147	17,870	184
Printing	43,769	11,970	31,799	6,005	303	1,963	539	4,514	7,706	2,349	4,555	156	482	122	3,105	-
Telephone/Communication	342,767	29,586	313,181	44,961	7,273	21,853	13,537	21,481	72,957	36,814	56,939	7,592	19,806	3,218	6,750	-
Postage & Shipping	42,632	23,449	19,183	2,733	219	2,326	329	1,040	3,892	2,002	5,102	172	532	63	773	-
<b>TRANSPORTATION</b>																
Staff	215,175	2,829	212,346	35,804	851	12,788	15,371	504	39,263	62,668	10,085	4,513	3,983	180	6,336	-
Clients	6,386	-	6,386	7	-	27	-	-	20	80	2,504	-	3,768	-	-	-
<b>INSURANCE</b>																
Malpractice & Bonding	56,017	5,316	50,701	8,980	784	3,854	1,176	3,249	13,613	7,170	7,282	616	1,904	224	1,849	-
Vehicles	9,362	891	8,501	1,506	131	646	197	545	2,283	1,202	1,221	103	319	38	310	-
Comp Property/Liability	141,090	13,389	127,701	22,617	1,975	9,707	2,963	8,183	34,285	18,080	18,342	1,552	4,797	564	4,856	-
MEMBERSHIP DUES	37,787	3,583	34,204	5,126	448	2,200	672	1,855	7,921	4,094	4,358	352	1,125	4,108	1,945	-
<b>INTEREST EXPENSE</b>																248,771
<b>OTHER EXPENDITURES</b>																
Total Expenditures	29,760,598	3,210,540	26,550,058	4,372,890	320,757	1,934,951	592,568	1,382,534	7,284,290	3,270,457	4,689,604	500,774	1,051,852	90,385	1,059,196	1,001,958
Administration Allocation	-	(3,210,540)	3,210,540	538,863	40,148	224,935	81,097	178,424	693,464	389,897	578,863	66,469	129,677	12,440	76,245	-
<b>TOTAL PROGRAM EXPENSES</b>	29,760,598	-	29,760,598	4,911,753	360,903	2,159,886	673,665	1,560,958	8,177,754	3,660,354	5,268,487	567,243	1,181,329	102,825	1,135,441	1,001,958
<b>SURPLUS/(DEFICIT)</b>	\$ 814,843	\$ -	\$ 814,843	\$ 2,385,899	\$ 244,137	\$ 100,726	\$ (156,505)	\$ (24,708)	\$ (685,491)	\$ (308,139)	\$ (394,963)	\$ (133,348)	\$ (257,711)	\$ (36,285)	\$ 189,243	\$ (504,839)

See Independent Auditor's Report.



The Mental Health Center  
of Greater Manchester

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.  
AND  
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS  
2018 - 2019**

<b>BOARD MEMBER</b>	<b>TERM</b>	<b>TOWN REPRESENTED</b>
Philp Hastings, Chair	2015 – 2021	Goffstown
Kevin Sheppard, Vice Chair	2016 – 2022	Manchester
Sheila McNeil, Treasurer	2013 – 2019	Manchester
Thomas Lavoie, Secretary	2013 – 2019	Manchester
Capt. Allen Aldenberg	2019 – 2024	Manchester
Jeff Eisenberg	2018 – 2024	Bedford
David Harrington	2017 – 2023	Manchester
Michael Harrington	2013 – 2019	Manchester
Jaime Hoebeke	2015 – 2021	Manchester
Brent Kiley	2017 - 2023	Bedford
Tina Legere	2018 – 2024	Manchester
Lizabeth MacDonald	2016 – 2022	Manchester
Christina Mellor	2015 – 2021	Manchester
Elaine Michaud	2015 – 2021	Manchester
Theresa Ryan	2014 – 2020	Manchester
Ron Schneebaum, MD	2018 – 2024	Bedford
Andrew Seward	2016 – 2022	Manchester
Richard Shannon	2016 – 2022	Manchester
Shannon Sullivan	2014 - 2020	Manchester

Betsy L. Cook

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*March 1999 - December 1999: JR. ACCOUNTANT*

Kerk Motion Products  
One Kerk Drive  
Hollis NH

Responsibilities:

Accounts Receivable, Collections, Credit approvals, Customer Billing, Month end closing, GL maintenance, Cash Management. Maintained relations with customers overseas. Calculated currency exchanges for multiple countries and performed and received daily wire transfers. Reported directly to the Controller.

*March 1996 - March 1998: OFFICE MANAGER*

NEPCO (Northeast Pump Company)  
28 Charron Avenue  
Nashua NH

Responsibilities:

Accounts Payable, Accounts Receivable, Credit, Order Entry, Inventory Maintenance, Collections, Job Cost Analysis, Month End Closing and Reporting, Cash Management, Bank reconciliation's and Maintenance of MAS90 Software. Reported directly to Controller/Owner.

*March 1992 - March 1996: A/P CLERK*

Z-Flex U.S., Incorporated  
20 Commerce Park North  
Bedford NH

Responsibilities:

Accounts Payable for three branches, Inventory Maintenance, Cash Management, Vendor Maintenance, Month end accounts processing and reporting, Outside Sales Commissions, Freight Cost Analysis, Financial Accounts Maintenance, Customer Billing, Order Entry.

**EDUCATION:**

Associates Degree in Accounting, March 1998, Southern NH University  
High School Diploma, 1991, Manchester Central High School  
Notary Public, State of NH, Commission Expires 2022

**REFERENCES FURNISHED UPON REQUEST**

## **Betsy L. Cook**

### **EXPERIENCE:**

*February 2017 – Present:* **SR ACCOUNTANT / General-Ledger**

*November 2016 – February 2017:* **BENEFITS SPECIALTIST (1555 Elm)**

*June 2016 – August 2016:* **BENEFITS SPECIALTIST – TEMP (Cypress)**

The Mental Health Center of Greater Manchester  
2 Wall Street  
Manchester NH

#### **Responsibilities:**

- Prepare and enter monthly journal entries, assist in month end/year end close and year-end audit. Assist with payroll, A/R, A/P, and Budgeting. Assist with G/L maintenance and G/L account reconciliations. Responsible for bank account reconciliations, Residential rent collection/tracking and assist in grant fund tracking. Cross trained in both A/P and P/R.

*Oct 2015 – July 2016:* **VARIOUS TEMP POSITIONS WHILE ATTENDING SCHOOL FOR CPC CERTIFICATION**

*December 1999 – September 2015:* **CONTROLLER**

*March 1998-March 1999:* **Accounts Receivable Clerk**

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Mill Steel Corporation  
62 Maple Street  
Manchester NH

#### **Responsibilities:**

Manage all phases of accounting for corporation. Directly supervise staff of 5 accounting professionals. Preparation of all financial statements and maintenance of all aspects of the GL. Process payroll to include all quarterly and year end payroll taxes. Obtained and maintained all business and employee Insurance policies. Maintenance of SPLUS software. Established relations with banking, insurance, computer and outside accounting professionals. Report directly to the CEO.

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**PATRICIA CARTY, MS, CCBT**  
Executive Vice President/Chief Operating Officer

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**DESCRIPTION**

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center's mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

**EDUCATION**

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

**EXPERIENCE**

	The Mental Health Center of Greater Manchester	Manchester, NH
July 2015 to present	Executive Vice President/Chief Operating Officer	
2000 to July 2015	Director of Community Support Services	
1996 – 2000	Assistant Director of Community Support Services	
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital	
1987 – 1990	Counselor, Restorative Partial Hospital	
1986 – 1987	Residential Specialist	

**PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS**

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists



**PATRICIA CARTY, MS, CCBT**  
Executive Vice President/Chief Operating Officer

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**PUBLICATIONS**

- The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.
- Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.
- Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.
- HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.
- Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.
- Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

# William T. Rider

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**Objective** To provide effective leadership in community mental healthcare

**Experience** **The Mental Health Center of Greater Manchester**  
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

**Carroll County Mental Health**

25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

**New Hampshire Hospital**

24 Clinton St

Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

**Education** 2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

**Community** Granite Pathways: Chair, Board of Directors

**Activity** Postpartum Support International-NH, Founders Board

NAMI of NH Member since 1985

- 2017 NH Business Excellence Award in the Large Non Profit Category
- 1992 NAMI Professional of the Year Award

**PAUL J. MICHAUD  
MSB, BS**

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

**LEADERSHIP POSITIONS**

<b><u>Chief Financial Officer</u></b>	The Mental Health Center Of Greater Manchester (NH)	2011 to present
<b><u>Controller</u></b>	Associated Home Care, Inc. Beverly, MA	2009 to 2011
<b><u>Chief Financial Officer</u></b>	Seacoast VNA, North Hampton, NH	1998 to 2009
<b><u>Manager, Public Accounting</u></b>	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
<b><u>Director, Budget &amp; Cost / Controller</u></b>	BCBS of Maine, So. Portland, ME	1993 to 1996

**Key Accountabilities:** Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration, cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support ( Forms 990 and 1120 )

***Significant Accomplishments – Post-Acute Healthcare facilities:***

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)  
Financial oversight during period of 100% revenue growth  
Financial oversight during period of national Top 500 Agency Status  
Financial oversight during period of 300% reduction in Days in A/R  
One-year oversight – due diligence process – Merger with \$50 million entity

**Audit / Consulting Manager**

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998  
Provided consultation and advisory services to hospitals, nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

**Budget Director, Finance Division, Budget & Cost Department**

Blue Cross & Blue Shield of Maine      So. Portland, ME      1993 through 1996  
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of \$70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

***Significant Accomplishments:***

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting.  
Restructured payroll and A/P functions resulting in operational and economic efficiencies.  
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.  
Appointed to corporate job evaluation and compensation committee

**Audit Manager, Medicare Fiscal Intermediary**

Blue Cross & Blue Shield of Maine      So. Portland, ME      1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

***Accomplishments:***

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.  
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

**Staff Auditor – Public Accounting**

Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine      1982 through 1983

**EDUCATIONAL EXPERIENCE**

**Husson College, Bangor, Maine**  
**Masters of Science in Business Administration (MSB – Accounting Concentration)      1990**  
**Husson College, Bangor, Maine**  
**Bachelor of Science in Accounting (BSA)      1980**

**TECHNICAL PROFICIENCIES**

Microsoft Office Products – Excel, Word, Powerpoint, database management tools  
Various accounting & patient billing programs ( *Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER* )

**CONTRACTOR NAME: The Mental Health Center of Greater Manchester, Inc.**  
**NAME OF PROGRAM: SS-2020-DBH-01-HOUSE-07 Bridge Subsidy Program Contract**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
BETSY COOK	Director of Accounting	\$ 79,976	1.00 %	\$ 799.76
TBD	Bridge Program Coordinator	\$ 57,565	100.00 %	\$ 57,565
PATRICIA CARTY	Chief Operating Officer	\$ 116,730	0.5 %	\$ 583.65
WILLIAM RIDER	President / CEO	\$ 163,251	0.5 %	\$ 816.25
PAUL MICHAUD	Chief Financial Officer	\$ 126,935	1.00 %	\$ 1,269.35

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-08)


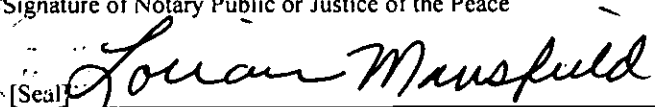
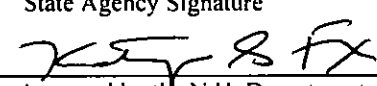
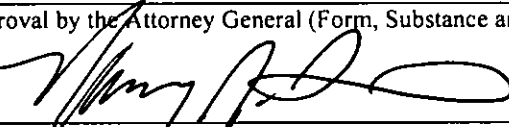
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-6703	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Monica F. Kiesel, President - Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>August 1, 2019</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		<b>LORRAINE MANSFIELD</b> Justice of the Peace - New Hampshire My Commission Expires February 6, 2024	
1.13.2 Name and Title of Notary or Justice of the Peace Lorraine Mansfield, J.P.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/19/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MTL  
Date 8/1/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.

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## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.
    - 2.2.9.2. Securing utilities.



## Exhibit A

- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.
  - 2.4.3. Feedback from landlords.



## Exhibit A

- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.
  - 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

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## Exhibit A

- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.
  - 4.1.3. Resolutions of barriers experienced.

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## Exhibit A

- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.
  - 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

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**Exhibit A**

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- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Seacoast Mental Health Center, Inc

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2 Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3 Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6 Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7 Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ 675.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9 Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10 Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12 Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Checks	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14 Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
<b>TOTAL</b>	\$ 60,788	\$ 7,292	\$ 68,081	\$ -	\$ -	\$ -	\$ 60,788	\$ 7,292	\$ 68,081

Indirect As A Percent of Direct

12.0%

Contractor Initials: *MFK*  
 Date: *8/1/19*

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Seacoast Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY 21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144.00	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543.00	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 980.00	\$ -	\$ 980.00	\$ -	\$ -	\$ -	\$ 980.00	\$ -	\$ 980.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660.00	\$ -	\$ 660.00
14. Admin	\$ -	\$ 9,722.00	\$ 9,722.00	\$ -	\$ -	\$ -	\$ -	\$ 9,722.00	\$ 9,722.00
<b>TOTAL</b>	\$ 81,017.00	\$ 9,722.00	\$ 90,739.00	\$ -	\$ -	\$ -	\$ 81,017.00	\$ 9,722.00	\$ 90,739.00

Indirect As A Percent of Direct 12.0%

MPK  
 Contractor Initials  
 Date 8/1/19



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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8/1/19



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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8/11/19



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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8/1/19





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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8/1/19



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

*MPK*  
8/1/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Date *8/1/19*

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

8/1/19  
Date

Vendor Name: Seacoast Mental Health Center  
inc.

Monica F. Kieser  
Name: Monica F. Kieser  
Title: President, Board of Directors

Vendor Initials MPK  
Date 8/1/19



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: *Seacoast Mental Health Center  
cenc*

8/1/19  
Date

*Monica F. Kiese*

Name: *MONICA F. KIESE*  
Title: *President, Board of Directors*

Vendor Initials *MPK*  
Date 8/1/19



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

MPK  
8/1/19



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8/1/19  
Date

Vendor Name: Seacoast Mental Health Center  
LLC.  
  
Name: Monica F. Kieser  
Title: President, Board of Directors

Vendor Initials: MPK  
Date: 8/1/19



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials

*MFR*

Date

*8/1/19*



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

8/1/19  
Date

Vendor Name: Seacoast Mental Health Center  
slnc  
Monica F. Kieser  
Name: MONICA F. KIESER  
Title: PRESIDENT, BOARD OF DIRECTORS

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials

MFK

Date

8/1/19



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

8/1/19  
Date

Vendor Name: Seacoast Mental Health Center  
inc.  
Monica F. Kiersiv  
Name: Monica F. Kiersiv  
Title: President, Board of Directors

Vendor Initials MFK  
Date 8/1/19



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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8/1/19



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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8/1/19



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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8/1/19



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Seacoast Mental Health Center, Inc  
Name of the Vendor

Monica F. Kieser  
Signature of Authorized Representative

Monica F. Kieser  
Name of Authorized Representative

President Board of Directors  
Title of Authorized Representative

8/1/19  
Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

8/1/19  
Date

Vendor Name: Seacoast Mental Health Center  
Inc.  
  
Name: MONICA F. KIESER  
Title: President, Board of Directors

Vendor Initials MPK  
Date 8/1/19



**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 188996185

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Vendor Initials MP/L  
Date 8/1/19



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

MFK  
8/1/19



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



Exhibit K

DHHS Information Security Requirements

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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# State of New Hampshire

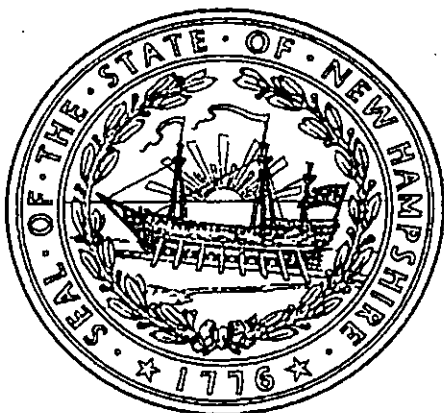
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65254

Certificate Number : 0004502393



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66834

Certificate Number : 0004502389



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Brian Carolan, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Seacoast Mental Health Center, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on July 30, 2019:  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 1 day of August, 2019.  
(Date Contract Signed)

4. Monica Kieser is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Brian Carolan  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 1 day of August, 2019.

By Brian Carolan Treasurer  
(Name of Elected Officer of the Agency)

Lorraine Mansfield  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LORRAINE MANSFIELD  
Justice of the Peace - New Hampshire  
My Commission Expires February 6, 2024

Commission Expires: x



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 978-458-1865      FAX (A/C, No): 978-454-1865 E-MAIL: jnorton@fredchurch.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> SEACMEN-01 Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company      18058	
	<b>INSURER B:</b> Technology Insurance Company, Inc.      42376	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 1370493728**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1945519	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			PHPK1945520	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB665573	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TARNH1022701	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1945519	3/1/2019	3/1/2020	\$1,000,000 \$3,000,000 Per Occurrence Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801-5503	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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***MISSION STATEMENT***

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.



**Seacoast Mental Health Center Resource Group, Inc.**

**FINANCIAL STATEMENTS**

**June 30, 2018**

Seacoast Mental Health Center Resource Group, Inc.  
TABLE OF CONTENTS  
June 30, 2018

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Statements of Financial Position	1
Statements of Operations & Changes in Net Assets	2
Statements of Cash Flows	3
Notes to Financial Statements	4



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Seacoast Mental Health Center Resource Group, Inc.  
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center Resource Group, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statement of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center Resource Group, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Kittell, Buragan + Sargent*

St. Albans, Vermont  
August 1, 2018

## Seacoast Mental Health Center Resource Group, Inc.

## STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2018</u>	<u>2017</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 1,433,548	\$ 881,627
Prepaid expenses	<u>3,903</u>	<u>-</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>1,437,451</u>	<u>881,627</u>
<b>PROPERTY AND EQUIPMENT</b>		
Land	239,434	239,434
Buildings and improvements	3,254,182	3,292,553
Computer system	311,135	274,244
Furniture	81,628	81,628
Phone system	242,359	242,359
Vehicles	<u>41,575</u>	<u>41,575</u>
	4,170,313	4,171,793
Accumulated depreciation	<u>(3,152,475)</u>	<u>(3,050,686)</u>
<b>TOTAL PROPERTY AND EQUIPMENT</b>	<u>1,017,838</u>	<u>1,121,107</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,455,289</u>	<u>\$ 2,002,734</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Due to related party	\$ 4,885	\$ -
<b>NET ASSETS</b>	<u>2,450,404</u>	<u>2,002,734</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 2,455,289</u>	<u>\$ 2,002,734</u>

See Notes to Financial Statements

Seacoast Mental Health Center Resource Group, Inc.  
**STATEMENTS OF OPERATIONS & CHANGES IN NET ASSETS**  
For the Years Ended June 30,

	<u>2018</u>	<u>2017</u>
<b>REVENUE</b>		
Rental revenue	<u>\$ 585,608</u>	<u>\$ 585,608</u>
<b>EXPENSES</b>		
Depreciation	158,898	169,684
Management Fees	84,000	72,000
Miscellaneous	35,688	35,891
Professional Fees	5,000	5,150
Repairs and maintenance	<u>2,077</u>	<u>4,638</u>
<b>TOTAL EXPENSES</b>	<u>285,663</u>	<u>287,363</u>
<b>OTHER INCOME/(EXPENSES)</b>		
Interest income	3,458	3,846
Interest expense	-	(15,144)
Gain (Loss) on sale of property and equipment	<u>144,267</u>	<u>(887)</u>
<b>TOTAL OTHER INCOME/(EXPENSES)</b>	<u>147,725</u>	<u>(12,185)</u>
<b>INCREASE IN NET ASSETS</b>	447,670	286,060
<b>NET ASSETS, beginning of year</b>	<u>2,002,734</u>	<u>1,716,674</u>
<b>NET ASSETS, end of year</b>	<u>\$ 2,450,404</u>	<u>\$ 2,002,734</u>

See Notes to Financial Statements

Seacoast Mental Health Center Resource Group, Inc.  
**STATEMENTS OF CASH FLOWS**  
For the Years Ended June 30,

	<u>2018</u>	<u>2017</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 447,670	\$ 286,060
Adjustments to deficiency of revenue over expenses to net cash provided by operating activities:		
Depreciation	158,898	169,684
(Gain) Loss on disposal of assets	(144,267)	887
(Increase) decrease in:		
Prepaid expenses	(3,903)	-
(Decrease) increase in:		
Accrued interest	-	(506)
Due to related party	<u>4,885</u>	<u>-</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>463,283</u>	<u>456,125</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of assets	208,621	-
Purchase of property and equipment	<u>(119,983)</u>	<u>(163,675)</u>
<b>NET CASH PROVIDED BY INVESTING ACTIVITIES</b>	<u>88,638</u>	<u>(163,675)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments on long-term debt	<u>-</u>	<u>(430,965)</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	551,921	(138,515)
<b>CASH AT BEGINNING OF YEAR</b>	<u>881,627</u>	<u>1,020,142</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 1,433,548</u>	<u>\$ 881,627</u>
<b>SUPPLEMENTAL DISCLOSURES</b>		
Interest paid	<u>\$ -</u>	<u>\$ 15,650</u>

See Notes to Financial Statements

Seacoast Mental Health Center Resource Group, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center Resource Group, Inc. (Resource Group) was incorporated on November 11, 1985. Resource Group's purpose is to support and benefit the Seacoast Mental Health Center, Inc. (the Center). Resource Group raises and contributes funds to the Center as well as managing property and equipment for lease to the Center. Seacoast Mental Health Center Resource Group owns and rents property in the Seacoast area of the State of New Hampshire.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Property and Equipment

Property and equipment are recorded on the balance sheet at their historical cost. Property and equipment on the balance sheet represents items, which are leased to the Center. Depreciation is computed using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Buildings and improvements	7-31.5
Vehicles	5
Equipment	5

Income Tax Status

Resource Group has received a letter of determination from the Internal Revenue Service advising it that it qualifies as a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code, and, therefore, is not subject to income tax. In addition, the organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under section 509(a)(3).

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.



Seacoast Mental Health Center Resource Group, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 2 RELATED PARTY TRANSACTIONS

During the years ended June 30, 2018 and 2017 the Resource Group paid \$84,000 and \$72,000, respectively, in management fees for administrative services to Seacoast Mental Health Center, Inc.

The Resource Group maintains a line of credit issued to the Center with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2018 the interest rate was 6%. There were no outstanding balances on this line as of June 30, 2018 and 2017. During the years ended June 30, 2018 and 2017 \$-0- was collected in interest related to this line of credit.

Operating Leases

The Resource Group leases property and equipment to the Center. Rent received from affiliates for the years ended June 30, 2018 and 2017 was \$585,608. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$697,712. The annual rates of rents are revisited on an annual basis.

NOTE 3 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Resource Group has evaluated subsequent events through August 1, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.

**Seacoast Mental Health Center, Inc.**

**FINANCIAL STATEMENTS**

**June 30, 2018**

Seacoast Mental Health Center, Inc.  
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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Seacoast Mental Health Center, Inc.  
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 10 through 13 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



St. Albans, Vermont  
August 10, 2018

Seacoast Mental Health Center, Inc.  
STATEMENT OF FINANCIAL POSITION  
June 30, 2018

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 3,180,745
Accounts receivable (net of \$430,000 allowance)	701,451
Due from related party	4,885
Prepaid expenses	<u>219,832</u>

TOTAL CURRENT ASSETS 4,106,913

PROPERTY AND EQUIPMENT - NET 28,515

TOTAL ASSETS \$ 4,135,428

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 94,288
Deferred income	39,076
Accrued vacation	175,128
Accrued expenses	<u>197,691</u>

TOTAL CURRENT LIABILITIES 506,183

NET ASSETS

Unrestricted Net Assets 3,629,245

TOTAL LIABILITIES AND NET ASSETS \$ 4,135,428

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
For the Year Ended June 30, 2018

**PUBLIC SUPPORT AND REVENUES**

Public support -	
Federal	\$ 136,500
State of New Hampshire - BMHS	750,764
Other public support	660,173
Total Public Support	<u>1,547,437</u>
Revenues -	
Program service fees	11,688,764
Rental income	93,047
Interest Income	14,083
Other revenue	271,927
Total Revenues	<u>12,067,821</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u><b>13,615,258</b></u>

**OPERATING EXPENSES**

BBH funded program services -	
Children services	3,897,671
Emergency services	996,603
Vocational services	225,487
Adult services	5,214,825
Act Team	1,214,899
Substance Use Disorder	470,045
Fairweather Lodge	649,878
Springbrook	32,236
REAP	321,096
Non-DMH funded program services	<u>35,647</u>
<b>TOTAL EXPENSES</b>	<u><b>13,058,387</b></u>

INCREASE IN NET ASSETS	556,871
NET ASSETS, beginning	<u>3,072,374</u>
NET ASSETS, ending	<u><b>\$ 3,629,245</b></u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.  
STATEMENT OF CASH FLOWS  
For the Year Ended June 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 556,871
Adjustments to reconcile to net cash provided by operations:	
Depreciation	20,281
(Increase) decrease in:	
Restricted cash	244,054
Accounts receivable - trade	9,656
Prepaid expenses	(1,882)
Due from related party	(4,885)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(124,930)
Deferred income	<u>(10,654)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>688,511</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	<u>(10,541)</u>
 NET INCREASE IN CASH	677,970
 CASH AT BEGINNING OF YEAR	<u>2,502,775</u>
 CASH AT END OF YEAR	<u>\$ 3,180,745</u>

See Notes to Financial Statements



Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related Organizations

The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The Center increased its estimate in the allowance for doubtful accounts to \$430,000 as of June 30, 2018 from \$400,000 as of June 30, 2017. This was a result of Medicaid patient accounts receivable increasing to \$377,006 as of June 30, 2018 from \$158,448 as of June 30, 2017 and Other Insurance accounts receivable decreasing to \$331,215 as of June 30, 2018 from \$340,129 as of June 30, 2017.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$11,688,764, of which \$11,173,271 was revenue from third-party payors and \$515,493 was revenue from self-pay clients.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 79% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	
Due from clients	\$ 222,333
Insurance companies	377,070
Medicaid receivable	377,006
Medicare receivable	<u>144,075</u>
	1,120,484
Allowance for doubtful accounts	<u>(430,000)</u>
	<u>690,484</u>
ACCOUNTS RECEIVABLE - OTHER	
BMHS	\$ 1,092
Families First	4,500
Lamprey Healthcare	750
SAU 16	<u>4,625</u>
	<u>10,967</u>
TOTAL ACCOUNTS RECEIVABLE	<u>\$ 701,451</u>

Seacoast Mental Health Center, Inc.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2018

**NOTE 4      PROPERTY AND EQUIPMENT**

Property and equipment, at cost, consists of the following:

Computer equipment	\$ 338,694
Furniture, fixtures and equipment	<u>543,153</u>
	881,847
Accumulated Depreciation	<u>(853,332)</u>
 Net Book Value	 <u>\$ 28,515</u>

**NOTE 5      DEFERRED INCOME**

Caring Community	\$ 197
Endowment for Health	8,639
Exeter Hospital	5,000
Fuller Foundation	1,620
Motivational Interviewing	2,094
NH Charitable Foundation	8,873
NNE PTN	9,858
Womens Fund of NH	<u>2,795</u>
 TOTAL	 <u>\$ 39,076</u>

**NOTE 6      LINE OF CREDIT**

As of June 30, 2018, the Center had available a line of credit from a bank with an upper limit of \$500,000. At that date, \$-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. This line of credit expires on February 12, 2019.

**NOTE 7      RELATED PARTY TRANSACTIONS**

During the year ended June 30, 2018, the Center collected \$84,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2018 \$-0- had been borrowed against the line of credit and the interest rate was 6%. During the year ended June 30, 2018 \$-0- was paid to the Resource Group in interest related to this line of credit.

As of June 30, 2018, \$4,885 was due to the Center from the Resource Group.

Seacoast Mental Health Center, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2018

NOTE 7 RELATED PARTY TRANSACTIONS (continued)

Operating Leases

During the year ended June 30, 2018, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was \$489,156 and \$96,452, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$697,712. The annual rates of rents are revisited on an annual basis.

NOTE 8 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2018, contributions of \$141,849 were made by the Center to the plan.

NOTE 9 COMMITMENTS AND CONTINGENCIES

The Center has entered into a subscription agreement with a software vendor and is obligated to pay \$7,050 per month through December 31, 2022 in exchange for software subscription services.

NOTE 10 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2018 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC*	\$ 3,180,745	\$ 3,319,677
Uninsured	-	30,000
	\$ 3,180,745	\$ 3,349,677

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

\* The Center has entered into an Insurance Cash Sweep Deposit Placement Agreement which places funds into deposit accounts at receiving depository institutions from the Center's transaction account with Destination Institutions. Each Destination Institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to the current maximum deposit insurance amount of \$250,000. Included in cash insured by FDIC as of June 30, 2018 is \$3,069,677 deposited at Destination Institutions through the Insured Cash Sweep service.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2018

NOTE 10      CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2018 is as follows:

Due from clients	20 %
Insurance companies	34
Medicaid	33
Medicare	<u>13</u>
	<u>100 %</u>

NOTE 11      SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through August 10, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

Seacoast Mental Health Center, Inc.  
 ANALYSIS OF ACCOUNTS RECEIVABLE  
 For the Year Ended June 30, 2018

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 191,718	\$ 1,254,611	\$ (739,118)	\$ (484,878)	\$ 222,333
BLUE CROSS / BLUE SHIELD	77,588	602,128	(218,889)	(414,972)	45,855
MEDICAID	158,448	10,871,548	(1,651,232)	(9,001,758)	377,006
MEDICARE	149,427	1,410,050	(742,727)	(672,675)	144,075
OTHER INSURANCE	340,129	1,560,304	(657,911)	(911,307)	331,215
ALLOWANCE FOR UNCOLLECTIBLES	<u>(400,000)</u>	<u>-</u>	<u>(30,000)</u>	<u>-</u>	<u>(430,000)</u>
TOTAL	<u>\$ 517,310</u>	<u>\$ 15,698,641</u>	<u>\$ (4,039,877)</u>	<u>\$ (11,485,590)</u>	<u>\$ 690,484</u>



Seacoast Mental Health Center, Inc.  
**ANALYSIS OF BMHS REVENUES AND RECEIVABLES**  
 For the Year Ended June 30, 2018

	<u>Receivable From BMHS Beginning of Year</u>	<u>BMHS Revenues Per Audited Financial Statements.</u>	<u>Receipts for Year</u>	<u>Receivable From BMHS End of Year</u>
CONTRACT YEAR, June 30, 2018	\$ -	\$ 750,764	\$ (750,764)	\$ -

Analysis of Receipts:

<u>Date of Receipt</u>	<u>Amount</u>
09/25/17	\$ 73,666
10/17/17	74,923
11/09/17	77,585
12/18/17	81,084
01/19/18	77,420
02/08/18	68,485
03/21/18	82,146
04/23/18	81,089
05/17/18	81,519
06/12/18	74,257
06/22/18	73,626
06/28/18	38,872
Less: Federal Monies	<u>(133,908)</u>
	<u>\$ 750,764</u>

Seacoast Mental Health Center, Inc.  
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
 For the Year Ended June 30, 2018

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Vocational Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	Springbrook	REAP	Other Non/BBH
<b>Program Service Fees:</b>													
Net Client Fee	\$ 515,493	\$ -	\$ 515,493	\$ 196,313	\$ 9,259	\$ (65)	\$ 266,185	\$ 17,125	\$ 25,080	\$ 1,616	\$ -	\$ -	\$ -
Blue Cross/Blue Shield	383,239	-	383,239	125,381	15,088	-	201,933	394	40,443	-	-	-	-
Medicaid	9,220,316	-	9,220,316	3,920,810	45,395	45,701	4,380,622	561,297	170,259	96,232	-	-	-
Medicare	667,323	-	667,323	(5,820)	7,191	(200)	588,281	43,870	34,001	-	-	-	-
Other Insurance	902,393	-	902,393	300,058	56,052	55	445,760	10,832	89,636	-	-	-	-
<b>Public Support - Other:</b>													
United Way	8,036	-	8,036	-	-	-	4,900	3,136	-	-	-	-	-
Local/County Government	70,322	-	70,322	-	-	-	70,322	-	-	-	-	-	-
Donations/Contributions	64,374	25,947	38,427	-	1,100	100	-	425	-	425	-	-	36,377
Other Public Support	516,906	3,942	512,964	27,755	185,000	-	181,123	(300)	10,413	-	-	75,575	33,398
DPHS (DADAPR)	70,000	-	70,000	-	-	-	-	-	-	-	-	70,000	-
DCYF	535	-	535	535	-	-	-	-	-	-	-	-	-
<b>Federal Funding:</b>													
Block Grants	1,500	-	1,500	-	-	-	1,500	-	-	-	-	-	-
Other Federal Grants	40,000	-	40,000	2,500	-	-	2,500	-	-	-	-	35,000	-
PATH	25,000	-	25,000	-	-	-	-	25,000	-	-	-	-	-
<b>BMHS</b>													
Community Mental Health	750,764	-	750,764	7,944	377,820	-	-	225,000	-	-	-	140,000	-
Rental Income	93,047	23,616	69,431	-	-	-	-	-	-	60,119	9,312	-	-
Other Revenues	271,927	89,924	182,003	70,747	427	1	102,611	4	4,677	3,536	-	-	-
Interest Income	14,083	14,083	-	-	-	-	-	-	-	-	-	-	-
	<u>13,615,258</u>	<u>157,512</u>	<u>13,457,746</u>	<u>4,646,223</u>	<u>697,332</u>	<u>45,592</u>	<u>6,245,717</u>	<u>888,783</u>	<u>374,509</u>	<u>161,928</u>	<u>9,312</u>	<u>320,575</u>	<u>69,775</u>
Administration	-	(157,512)	157,512	56,238	8,413	550	75,536	10,699	4,009	1,954	113	-	-
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 13,615,258</b>	<b>\$ -</b>	<b>\$ 13,615,258</b>	<b>\$ 4,702,461</b>	<b>\$ 705,745</b>	<b>\$ 46,142</b>	<b>\$ 6,321,253</b>	<b>\$ 897,482</b>	<b>\$ 378,518</b>	<b>\$ 163,882</b>	<b>\$ 9,425</b>	<b>\$ 320,575</b>	<b>\$ 69,775</b>

Seacoast Mental Health Center, Inc.  
STATEMENT OF PROGRAM SERVICE EXPENSES  
For the Year Ended June 30, 2018

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Vocational Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	Springbrook	REAP	Other Nonv/BBH
<b>Personnel Costs:</b>													
Salary and wages	\$ 8,904,964	\$ 1,347,342	\$ 7,557,622	\$ 2,248,748	\$ 664,810	\$ 108,837	\$ 3,169,131	\$ 710,305	\$ 277,490	\$ 338,611	\$ 1,321	\$ 40,369	\$ -
Employee benefits	1,204,391	110,550	1,093,841	348,616	61,302	33,450	443,539	108,550	48,305	45,032	134	6,913	-
Payroll Taxes	623,682	94,443	529,239	159,912	47,135	8,019	220,052	48,209	18,503	24,520	100	2,789	-
<b>Professional Fees:</b>													
Accounting/audit fees	26,555	23,817	2,738	932	148	74	1,007	251	133	163	-	30	-
Legal fees	39,906	25,433	14,473	-	-	-	-	14,473	-	-	-	-	-
Other professional fees	298,228	37,777	260,451	21,893	1,635	943	11,371	2,656	1,229	1,674	-	209,301	9,749
<b>Staff Devel. &amp; Training:</b>													
Journals & publications	8,568	1,068	7,498	2,374	150	87	1,136	243	99	679	-	30	2,700
Conferences & conventions	30,634	18,794	11,840	895	130	-	2,177	-	1,138	-	-	-	7,502
Other Staff Development	10,329	719	9,610	3,774	995	62	3,079	173	563	919	-	21	24
<b>Occupancy costs:</b>													
Rent	494,170	45,047	449,123	142,704	18,968	8,879	192,561	22,197	13,150	45,639	11	4,264	750
Other Utilities	93,589	7,836	85,753	24,647	3,284	1,574	33,919	3,963	2,364	11,188	4,083	733	-
Maintenance & repairs	139,636	11,833	127,803	37,389	5,006	2,402	51,253	6,030	3,554	17,695	3,378	1,098	-
Taxes	7,288	-	7,288	-	-	-	-	-	-	-	7,288	-	-
<b>Consumable Supplies:</b>													
Office	24,726	1,691	23,035	7,969	1,052	631	7,940	2,090	917	1,643	-	211	582
Building/household	42,965	2,329	40,636	11,904	1,937	819	10,932	2,345	994	10,562	14	288	841
Food	45,665	1,079	44,586	4,333	552	727	5,854	934	606	21,060	-	575	10,145
Medical	8,923	376	8,547	3,288	236	141	2,191	782	1,625	237	-	47	-
Other	231,205	18,930	212,275	73,092	11,507	6,353	79,445	18,962	8,557	12,058	-	2,301	-
Depreciation	20,281	1,579	18,702	6,434	1,011	550	7,034	1,659	765	1,047	-	202	-
Equipment rental	75,433	5,815	69,618	23,507	3,680	2,038	25,801	5,996	2,665	4,950	-	737	224
Equipment maintenance	3,529	24	3,505	1,228	9	5	1,063	717	7	474	-	2	-
Advertising	11,895	1,779	10,116	3,470	545	309	3,848	890	382	563	-	109	-
Printing	18,891	1,026	17,865	4,638	710	380	4,801	1,040	1,599	764	111	1,633	2,189
Telephone/communications	183,231	13,613	169,618	58,320	21,509	4,382	60,413	16,580	3,225	3,090	3	2,096	-
Postage/shipping	17,042	1,383	15,659	5,254	827	456	5,711	1,364	618	867	-	173	389
<b>Transportation:</b>													
Staff	272,501	16,268	256,233	102,421	3,785	9,983	73,113	57,794	2,783	5,163	17	1,019	155
Clients	21,544	-	21,544	2,854	30	-	1,427	1,688	10,605	4,942	-	-	-
<b>Assist to Individuals:</b>													
Client services	2,749	-	2,749	556	-	-	422	1,771	-	-	-	-	-
<b>Insurance:</b>													
Malpractice/bonding	42,318	-	42,318	9,772	642	-	27,790	4,114	-	-	-	-	-
Vehicles	2,826	-	2,826	424	-	-	353	353	-	1,696	-	-	-
Comp. Property/liability	95,309	7,276	88,033	29,489	4,616	2,548	31,867	7,606	3,432	4,837	2,715	923	-
Membership Dues	49,776	30,470	19,306	8,114	100	96	1,700	144	45	324	8,525	11	247
Other Expenditures	5,640	4,923	717	41	-	-	-	-	506	-	-	20	150
	<u>13,058,387</u>	<u>1,833,220</u>	<u>11,225,167</u>	<u>3,348,992</u>	<u>856,311</u>	<u>193,745</u>	<u>4,480,730</u>	<u>1,043,877</u>	<u>403,877</u>	<u>558,395</u>	<u>27,698</u>	<u>275,695</u>	<u>35,647</u>
<b>Admin. Allocation</b>		<u>(1,833,220)</u>	<u>1,833,220</u>	<u>548,679</u>	<u>140,292</u>	<u>31,742</u>	<u>734,095</u>	<u>171,022</u>	<u>66,168</u>	<u>91,483</u>	<u>4,538</u>	<u>45,201</u>	<u>-</u>
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 13,058,387</b>	<b>\$ -</b>	<b>\$ 13,058,387</b>	<b>\$ 3,897,671</b>	<b>\$ 996,603</b>	<b>\$ 225,487</b>	<b>\$ 5,214,825</b>	<b>\$ 1,214,899</b>	<b>\$ 470,045</b>	<b>\$ 649,878</b>	<b>\$ 32,236</b>	<b>\$ 321,096</b>	<b>\$ 35,647</b>

# Seacoast Mental Health Center, Inc.

## Board of Directors Listing

<i>First</i>	<i>Last</i>	<i>Officer</i>	<i>Committees</i>
Monica	Kieser	President	Audit/Finance Board Governance/Nomination Facilities
Kimberly	Hyer	Vice President	Audit/Finance Chair - Board Governance/Nomination Facilities
Mark	Cochran	Secretary	Development IT
Brian	Carolan	Treasurer	Finance
Jason	Coleman, SMSgt NHANG	N/A	Development Facilities IT
Susan	Craig	N/A	Nominating Development
Kathleen	Dwyer	N/A	Development
Sandi	Hennequin	N/A	Development
Erin	Lawson	N/A	Development
Andy	Mamczak	N/A	IT
John	Pendleton	N/A	Nominating
Ned	Raynolds	N/A	Facilities
Paul	Sorli	N/A	Audit/Finance Chair - Facilities
Eric	Spear	N/A	IT
Tammy	Strain	N/A	Nominating Development Facilities
Peter	Taylor	N/A	Development
Mary	Toumpas	N/A	Development

Revised June 18, 2019  
New Board Member:  
New Slate of Officers.

Andy Mamczak

**Geraldine A. Couture**

**Professional Experience**

**Seacoast Mental Health Center, Inc., Portsmouth, NH**  
**Executive Director, April 2002**

**Seacoast Mental Health Center, Inc., Portsmouth, NH**  
**Associate Director, March 1993 - April 2002**  
**Interim Director of Child Adolescent and Family Services, November 2000 - Compliance Officer**

Oversee fiscal and administrative functions of large community mental health center. Coordinate development and monitoring of annual budget and state contract. Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.  
Chair: Compliance Committee.  
Member: Personnel, Staff Growth and Development and Quality Improvement Committees

**Strafford Guidance Center, Inc., Dover, NH**  
**Business Manager, December 1991 - March 1993**  
Assistant Business Manager, January 1991 - December 1991  
Accounts Receivable Manager, August 1987 - January 1991  
Actively oversee daily operations of Accounts Receivable Department in a community mental health center.  
Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987  
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986  
Provided administrative support services to the Director of the Community Support Program.

**Fradco Holdings, Inc., Greensburg, PA**  
**President, June 1984 - April 1986**  
Administered all functions of company dealing in coal, timber and natural gas holdings.

**Educational Experience**

**University of New Hampshire, Durham, NH**  
Master of Health Administration, May 2001.

**University of New Hampshire, Durham, NH**  
Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

**Honors and Awards**

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

**Membership**

National Association of Reimbursement Officers, Past President

Linda S. Every  
[REDACTED]  
[REDACTED]  
[REDACTED]

**EMPLOYMENT:**

**2002-Present:** Associate Director, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave, Portsmouth, NH 03801. Responsible for fiscal and administrative functions; Oversee development of annual budget and contract; Monitor and ensure proper financial controls are in place. Supervision of Management Staff. Member: Personnel, Compliance, and Quality Improvement Committees.

**1993-2002:** Business Office Manager, Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue, Portsmouth, NH 03801. Responsible for all the accounting functions, non-client Accounts Receivable, Accounts Payable, Payroll and Purchasing. Duties include supervision and annual appraisal of accounting staff; preparation and analysis of financial statements; grants management; cash management; and coordinating the annual financial audit; prepare financial reports for various funding sources; Write and review policies and procedures as they pertain to the business functions. Ensure proper accounting controls are in place.

**1989-1993:** Promoted to Business Office Manager, Seacoast Mental Health Center Inc., 1145 Sagamore Ave., Portsmouth, NH 03801. Responsible for Accounts Payable, Payroll, Purchasing, non-client Accounts Receivable. Assisted with preparation of financial statements, and year end audit. Participated in the selection of new computer system, both hardware and software, and the implementation of that system. Provided backup up for the computer department.

**1986-1989:** Accountant, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave., Portsmouth, NH 03801, Responsible for processing semimonthly Payroll and Accounts payable. Prepared daily deposits, maintained fixed assets, posted all non-client cash receipts. Streamlined the accounts payable process. Assisted with month end close.

**1985-1986:** Accountant, G&M Construction Corporation. 205 Lafayette Rd., North Hampton, NH. Responsible for processing Accounts Payable, Accounts Receivable, Payroll, Job Costing and Equipment Charges. Verified accuracy of financial information.

**1984-1985:** Accounts Payable/Payroll Clerk, Griffin Construction Company Inc., PO Box 149 Portsmouth, NH. Responsible for verifying and processing all incoming invoices, processed weekly-computerized payroll for 60 employees. Assisted in preparing audit work papers.

**EDUCATION:**

Bachelors Degree, June 1989, in Business administration. New Hampshire College, Greenleaf Ave.

Portsmouth, NH 03801.

Associate Degree, August 1983, in Accounting and Business Management, McIntosh College,  
Cataract Ave. Dover, NH 03820.

**MEMBERSHIPS:**

Member Institute of Management Accountants.

**REFERENCES:** Available on request



WASSFY M. HANNA, M. D.

## Experience

### Medical Director

Responsible for insuring the delivery of quality psychiatric care  
Seacoast Mental Health Center  
Portsmouth, New Hampshire  
1975-Present

### Medical Director

Responsible for insuring delivery of psychiatric care to children, adolescents,  
and their families  
Portsmouth Pavilion Adolescent Unit  
Portsmouth, New Hampshire  
1988-Present

### Private Practice

Psychiatric treatment of adults and of children and their families  
1968-Present

### Chief of Psychiatry

Insure quality of psychiatric care delivered at Portsmouth Pavilion  
Portsmouth Hospital  
1987-1993

### Director of Training

Responsible for training of Harvard Fellows in Child Psychiatry  
Gaebler Training Program in Child Psychiatry  
Gaebler Children's Center  
Waltham, Massachusetts  
1975-1985

### Staff Psychiatrist

Gaebler Children's Center  
Waltham, Massachusetts  
1968-1975

### Staff Psychiatrist

Metropolitan Hospital  
Waltham, Massachusetts  
1963-1965

## Teaching Appointments

### Assistant Clinical Professor of Psychiatry

Responsible for the education of third year Tufts University Medical Students  
during their rotation in Child Psychiatry and for Tufts University residents in  
Adult Psychiatry during their rotation in Child Psychiatry  
Tufts University Medical School  
Boston, Massachusetts  
1979-1985

Clinical Instructor in Psychiatry  
Responsible for training of Harvard Fellows in Child Psychiatry  
Harvard Medical School  
Cambridge, Massachusetts  
1968-1985

## **Appointments**

Examiner  
Child Psychiatry  
American Board of Psychiatry and Neurology  
1986-Present

Trustee  
Portsmouth Regional Hospital and Pavilion  
Portsmouth, New Hampshire  
1992-Present

## **Education**

Graduated Cairo University Medical School  
Cairo, Egypt  
January, 1957

Rotating Internship  
Cairo University Hospital  
Cairo, Egypt  
1957-1958

Residency in Neurology  
Cairo University Hospital  
Cairo, Egypt  
1958-1960

Residency in Adult Psychiatry  
Metropolitan Hospital  
Waltham, Massachusetts  
1961-1963

Fellowship in Child Psychiatry  
Harvard Medical School  
Gaebler Children's Center  
Waltham, Massachusetts  
1965-1967

## **Board Certifications**

Board Certified in Neurology  
Cairo University  
Cairo, Egypt  
1960

Board Certified in Adult Psychiatry  
American Board of Psychiatry and Neurology  
1971

Board Certified in Child Psychiatry  
American Board of Psychiatry and Neurology  
1984

### **Licensure**

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

### **Hospital Affiliations**

Portsmouth Regional Hospital and Pavilion  
Portsmouth, New Hampshire

Exeter Hospital  
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)  
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)  
Waltham, Massachusetts

### **Professional Memberships**

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

### **Publications**

"Attention Deficit Disorder", 1978

American Psychiatric Association Continuous Medical Education Course, Child  
Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-  
1983

"Elective Mutism", 1978

American Psychiatric Association Continuous Medical Education Course, Child  
Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-  
1983

"Enuresis", 1978

American Psychiatric Association Continuous Medical Education Course, Child  
Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-  
1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971

Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968

Presented at the Annual Meeting of the American Academy of Child Psychiatry,  
1968

**CONTRACTOR NAME: Seacoast Mental Health Center, Inc.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geraldine Couture	President/CEO	174,658	0%	
Linda Every	Associate Director	111,179	0%	
Wassfy Hanna	Medical Director	113,423	0%	
	FY 2019 Levels			

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-09)

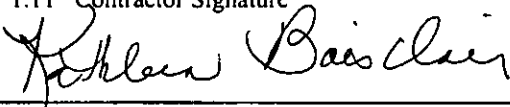
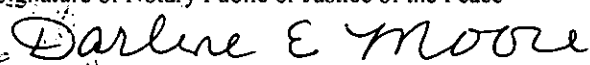

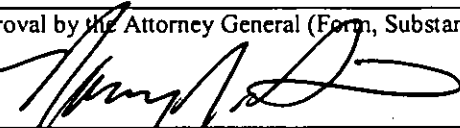
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite #1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of New Hampshire, County of Strafford  On July 26 <sup>th</sup> , 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Darlene E. Moore, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kutja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 8/9/2019			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials K. B.  
Date 7/26/2019

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.



## Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.



## Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.



## Exhibit A

- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.



## Exhibit A

- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness; frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.



### Exhibit A

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- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.





New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.



New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [Tanja.Godtfredsen@dhhs.nh.gov](mailto:Tanja.Godtfredsen@dhhs.nh.gov), or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Behavioral Health & Developmental Services of Strafford County, Inc.  
 DBA Community Partners of Strafford County  
 Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto and Loyal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ 675.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
<b>TOTAL</b>	\$ <b>60,788</b>	\$ <b>7,292</b>	\$ <b>68,081</b>	\$ -	\$ -	\$ -	\$ <b>60,788</b>	\$ <b>7,292</b>	\$ <b>68,081</b>

Indirect As A Percent of Direct 12.0%

Contractor Initials **K.B.**  
 Date **7/26/2019**

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name Behavioral Health & Developmental Services of Stafford County, Inc.  
 DBA Community Partners of Stafford County  
 Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
14. Admin	\$ -	\$ 0,722	\$ 0,722	\$ -	\$ -	\$ -	\$ -	\$ 0,722	\$ 0,722
<b>TOTAL</b>	\$ 81,017	\$ 0,722	\$ 80,738	\$ -	\$ -	\$ -	\$ 81,017	\$ 0,722	\$ 80,738

Indirect As A Percent of Direct 12.0%

Contractor Initials **K.B**  
 Date **7/26/2019**



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President

Vendor Initials K.B.  
Date 7/26/2019



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials K.B.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President

Exhibit G

Vendor Initials K. B.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 7/26/2019



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

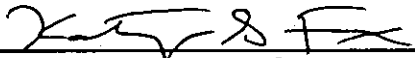

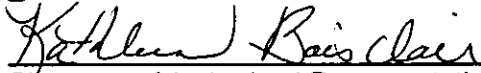
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p>Department of Health and Human Services  <u>The State</u>    <u>Signature of Authorized Representative</u>    <u>Name of Authorized Representative</u>  <u>Director</u>  <u>Title of Authorized Representative</u>  <u>8/2/19</u>  <u>Date</u></p>	<p>Behavioral Health &amp; Developmental Services of Strafford County, Inc.  d/b/a Community Partners  <u>Name of the Vendor</u>    <u>Signature of Authorized Representative</u>  <u>Kathleen Boisclair</u>  <u>Name of Authorized Representative</u>  <u>President</u>  <u>Title of Authorized Representative</u>  <u>7/26/2019</u>  <u>Date</u></p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information); and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

7/26/2019  
Date

Kathleen Boisclair  
Name: Kathleen Boisclair  
Title: President



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 149406691
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I: RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from





the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

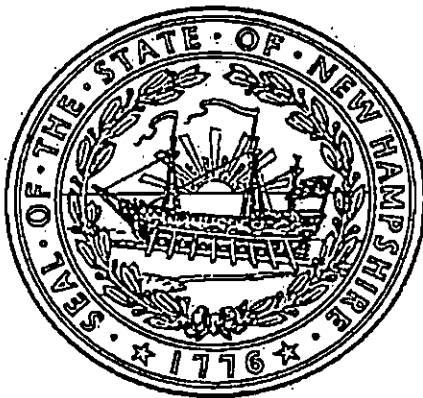
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number : 0004489166



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

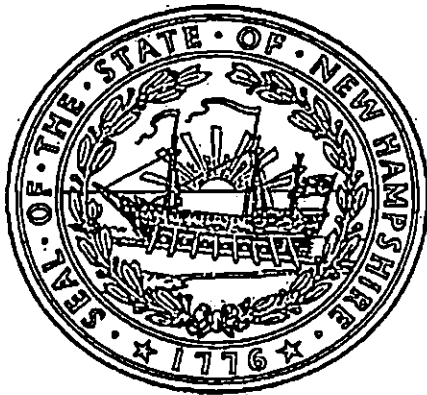
**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172

Certificate Number : 0004489162



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Hellen Hill <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> hhill@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co	
		<b>INSURER B:</b> Granite State Health Care and Human Services Self-	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 19-20 All      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK1902228	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1902225	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB653220	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20190000097 (3a.) NH	02/01/2019	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers		PHSD1393734	11/01/2018	11/01/2019	Limit 5,000,000 Deductible 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
State of NH Dept of Health & Human Services 129 Pleasant Street  Concord NH 03301		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	

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113 Crosby Road  
Suite 1  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-3244

50 Chestnut Street  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-1850

25 Old Dover Road  
Rochester, NH 03867  
(603) 516-9300  
Fax: (603) 335-9278

A United Way  
Partner Agency



**Mission:** Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

**Vision:** We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

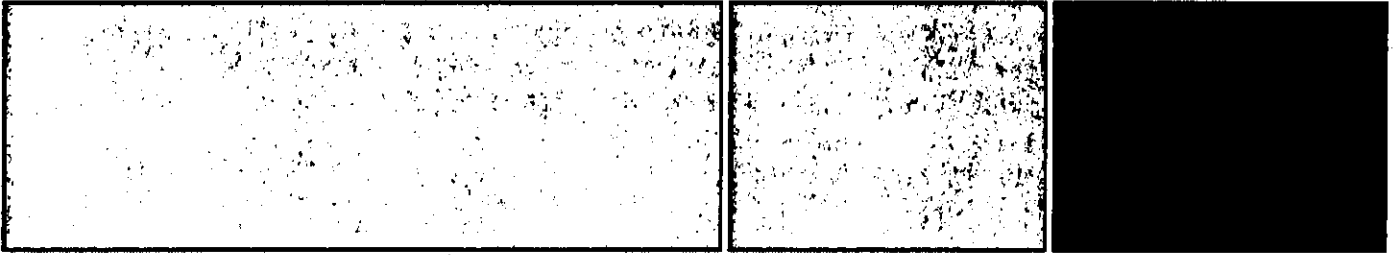
We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

**Community Partners**

Behavioral Health & Developmental Services of Strafford County, Inc.





**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**June 30, 2018 and 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

***Other Matter***

***Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 23, 2018

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Financial Position**

**June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 3,653,350	\$ 3,476,548
Restricted cash	93,425	99,423
Accounts receivable, net of allowance for doubtful accounts	888,387	1,025,322
Grants receivable	58,222	50,341
Prepaid expenses	379,559	360,389
Property and equipment, net	<u>2,064,440</u>	<u>2,147,443</u>
 Total assets	 <u>\$ 7,137,383</u>	 <u>\$ 7,159,466</u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Accounts payable and accrued expenses	\$ 2,134,786	\$ 1,963,800
Estimated third-party liability	1,121,051	1,311,720
Loan fund	89,383	89,294
Notes payable	<u>845,882</u>	<u>1,083,830</u>
 Total liabilities	 <u>4,191,102</u>	 <u>4,448,644</u>
Net assets		
Unrestricted	2,862,889	2,593,985
Temporarily restricted	<u>83,392</u>	<u>116,837</u>
 Total net assets	 <u>2,946,281</u>	 <u>2,710,822</u>
 Total liabilities and net assets	 <u>\$ 7,137,383</u>	 <u>\$ 7,159,466</u>

---

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Activities**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 26,026,898	\$ 23,324,616
Medicare revenue	161,239	184,278
Client resources	1,685,020	1,613,918
Contract revenue	1,517,328	1,461,970
Grant income	579,929	613,657
Interest income	209	46
Other program revenue	376,241	328,173
Public support	81,380	71,576
Other revenue	<u>86,683</u>	<u>173,780</u>
Total public support and revenue	30,514,927	27,772,014
Net assets released from restrictions	<u>42,366</u>	<u>47,114</u>
Total public support, revenue, and releases	<u>30,557,293</u>	<u>27,819,128</u>
Expenses		
Program services		
Case management	938,043	854,809
Day programs and community support	4,429,035	3,984,617
Early support services and youth and family	3,751,013	3,290,272
Family support	530,399	562,283
Residential services	5,316,539	4,873,525
Combined residential, day and consolidated services	7,662,051	7,100,007
Adult services	2,443,596	2,241,375
Emergency services	561,016	399,991
Other	<u>1,516,784</u>	<u>1,195,379</u>
Total program expenses	27,148,476	24,502,258
Supporting services		
General management	<u>3,139,913</u>	<u>3,063,444</u>
Total expenses	<u>30,288,389</u>	<u>27,565,702</u>
Change in unrestricted net assets	<u>268,904</u>	<u>253,426</u>
Changes in temporarily restricted net assets		
United Way allocation	8,921	17,251
Grant income - New Hampshire Department of Transportation	-	146,374
Net assets released from restrictions	<u>(42,366)</u>	<u>(47,114)</u>
Change in temporarily restricted net assets	<u>(33,445)</u>	<u>116,511</u>
Change in net assets	235,459	369,937
Net assets, beginning of year	<u>2,710,822</u>	<u>2,340,885</u>
Net assets, end of year	\$ <u>2,946,281</u>	\$ <u>2,710,822</u>

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2018

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	Contract Management	Total
<b>Public support and revenue</b>												
Board revenue	\$ 820,907	\$ 3,887,191	\$ 3,754,071	\$ 789,438	\$ 6,149,961	\$ 7,987,298	\$ 7,961,488	\$ 48,878	\$ 41,483	\$ 26,824,898	\$ -	\$ 26,824,898
Medicare revenue	-	80,987	-	-	-	-	180,582	-	-	180,582	-	180,582
Client resources	22,888	86,442	344,211	-	788,988	342,763	188,493	22,887	2,802	1,688,828	-	1,688,828
Contract revenue	79,984	217,384	482,880	76,179	11,000	48,470	42,276	174,368	168,884	1,208,828	211,819	1,517,328
Grant income	-	26,180	87,790	16,886	-	984	86,788	1,127	-	373,378	3,880	379,329
Interest income	-	-	-	-	-	-	-	-	-	-	208	208
Other program revenue	-	93,870	28,978	-	-	-	731	-	250,482	376,241	6,900	379,241
Public support	10,844	4,387	3,888	19,347	77	3,091	2,108	-	38,286	73,961	7,428	81,389
Other revenue	1,108	2,985	102	30	24,561	24	11,100	-	28,136	75,784	18,918	88,683
<b>Total functional public support and revenue</b>	<b>1,048,907</b>	<b>4,419,986</b>	<b>4,626,006</b>	<b>371,878</b>	<b>6,869,588</b>	<b>8,360,641</b>	<b>3,413,496</b>	<b>248,880</b>	<b>882,872</b>	<b>30,274,791</b>	<b>248,228</b>	<b>30,512,979</b>
Net assets released from reclassifiers	1,377	-	7,544	-	-	-	-	-	33,645	-	41,366	41,366
<b>Total public support, revenue and releases</b>	<b>1,042,254</b>	<b>4,419,986</b>	<b>4,633,550</b>	<b>371,878</b>	<b>6,869,588</b>	<b>8,360,641</b>	<b>3,413,496</b>	<b>248,880</b>	<b>916,517</b>	<b>30,317,861</b>	<b>248,228</b>	<b>30,566,079</b>
<b>Expenses</b>												
Salaries and wages	673,863	2,326,308	2,363,875	128,486	862,221	1,967,740	1,724,818	224,988	777,873	10,796,119	2,812,519	12,767,634
Employee benefits	127,369	561,533	611,666	30,723	149,144	308,862	179,469	47,989	236,267	2,832,943	491,827	2,434,979
Facility lease	42,988	189,325	172,519	18,426	48,274	148,868	87,418	12,267	74,479	796,176	130,146	826,282
Contracted substitute staff	-	3,388	1,888	-	-	-	2,898	-	-	11,968	53,782	67,790
Client treatment services	-	8,212	3,010	222,341	2,538,796	1,963,296	2,918	2	11,380	5,188,388	247	5,189,633
Client therapies	19,827	86,897	113,227	1,829	789	141,888	63,486	-	-	378,319	8	379,627
Professional fees and consultants	37,863	63,863	89,723	6,746	23,962	41,468	88,579	226,748	27,758	676,188	88,287	764,475
Subcontractors	-	284,887	-	-	1,341,208	2,797,823	-	-	-	4,443,880	-	4,443,880
Staff development and training	4,104	17,876	29,728	2,756	2,821	8,842	13,898	988	6,274	78,777	88,288	148,048
Rent	-	89,466	84,496	-	3,199	27,810	61,628	6,864	38,133	280,410	18,344	278,964
Utilities	9,384	46,874	19,088	1,512	9,347	12,402	11,889	4,714	28,238	128,989	27,832	156,821
Building maintenance and repairs	22,214	80,914	48,286	3,882	37,190	62,927	14,896	512	28,896	283,854	38,948	322,802
Other occupancy costs	3,823	42,826	13,823	844	3,423	8,864	6,713	-	23,753	182,482	6,482	198,934
Office	12,181	86,200	87,182	2,868	18,878	18,828	32,784	4,736	29,782	287,798	79,472	367,270
Building and housing	3,203	28,864	10,428	889	7,881	8,782	7,876	900	6,811	62,286	7,982	70,268
Client consumables	1,888	19,288	4,963	3,583	6,878	61,884	3,428	87	6,747	188,200	2,980	191,180
Medical	-	891	880	-	372	-	807	86	648	3,981	733	4,714
Equipment maintenance	11,896	44,282	37,422	2,284	7,817	18,882	26,819	2,888	12,824	182,756	28,883	211,639
Depreciation	22,981	113,882	78,372	4,887	23,488	38,789	48,128	6,719	22,710	364,884	82,884	447,768
Advertising	440	1,724	977	887	34	219	1,182	13	348	8,819	883	9,702
Printing	-	-	3,782	-	-	-	-	-	-	4,178	38	4,216
Telephone and communications	9,889	28,688	28,827	1,984	5,813	8,814	22,196	3,714	18,288	122,824	24,570	147,394
Postage and shipping	888	4,788	3,826	182	678	1,321	3,228	478	3,888	19,410	1,827	21,237
Transportation	14,823	308,861	41,846	4,887	11,729	152,363	33,187	2,778	22,889	483,643	16,888	500,531
Assistance to individuals	18,284	1,371	1,819	87,878	8,877	38,348	839	97	29,187	199,838	1,888	201,726
Insurance	12,211	88,414	48,871	2,888	12,471	18,381	32,728	2,831	11,486	183,844	28,844	212,688
Membership dues	47	1,487	1,741	18	46	73	2,882	18	87,798	98,281	12,888	111,169
Interest	2,188	8,718	3,888	407	2,887	4,784	2,887	237	1,773	28,118	3,888	32,006
Other	1,381	1,381	-	-	1,381	-	2	(788)	18,773	21,834	4,288	26,122
<b>Total expenses</b>	<b>938,813</b>	<b>4,429,828</b>	<b>3,751,813</b>	<b>630,389</b>	<b>8,318,538</b>	<b>7,862,881</b>	<b>2,443,896</b>	<b>881,818</b>	<b>1,818,784</b>	<b>27,148,478</b>	<b>3,138,813</b>	<b>30,287,291</b>
Increases (decreases) in unrestricted net assets	\$ 104,241	\$ (10,842)	\$ 881,737	\$ (128,511)	\$ 1,551,050	\$ 507,760	\$ 969,600	\$ (218,938)	\$ (931,912)	\$ 3,169,313	\$ (2,890,585)	\$ 268,728

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2017

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Rehabilitated Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
<b>Public support and revenue</b>												
Medicaid revenue	\$ 646,888	\$ 3,786,182	\$ 2,238,068	\$ 284,257	\$ 9,286,266	\$ 7,151,946	\$ 2,830,463	\$ 71,260	\$ 35,402	\$ 23,324,816	\$ -	\$ 23,324,816
Medicare revenue	-	14,383	-	-	-	-	189,885	-	-	184,278	-	184,278
Grant revenues	30,895	56,781	362,258	-	681,523	-	172,208	28,335	-	1,046,464	(32,868)	1,013,596
Contract revenue	88,212	284,842	372,217	75,873	-	36,122	12,480	143,981	170,021	1,140,006	301,982	1,441,988
Grant income	-	79,182	79,903	26,971	4,886	4,323	80,202	-	347,798	603,246	10,411	613,667
Interest income	-	-	-	-	-	-	-	-	-	-	46	46
Other program revenue	-	79,307	-	-	-	-	-	-	343,888	222,173	8,000	331,173
Public support	16,880	5,768	2,423	11,818	-	650	500	-	26,184	43,907	7,900	71,376
Other revenue	481	4,288	84	-	23,121	1,941	12,943	38	118,701	161,826	12,244	173,780
<b>Total functional public support and revenue</b>	<b>964,206</b>	<b>4,309,639</b>	<b>4,642,103</b>	<b>306,076</b>	<b>9,974,864</b>	<b>7,838,966</b>	<b>2,964,872</b>	<b>243,701</b>	<b>640,983</b>	<b>27,468,246</b>	<b>308,706</b>	<b>27,776,952</b>
Net income released from subsidiaries	4,187	13,084	-	-	-	-	-	-	29,883	47,114	-	47,114
<b>Total public support, revenue and release</b>	<b>968,393</b>	<b>4,322,723</b>	<b>4,642,103</b>	<b>306,076</b>	<b>9,974,864</b>	<b>7,838,966</b>	<b>2,964,872</b>	<b>243,701</b>	<b>670,866</b>	<b>27,515,360</b>	<b>308,706</b>	<b>27,824,066</b>
<b>Expenses</b>												
Salaries and wages	822,318	2,954,023	2,083,480	137,836	963,972	1,708,818	1,463,731	253,980	642,244	9,446,612	1,820,841	11,267,453
Employee benefits	122,416	502,247	479,848	34,064	141,283	194,172	200,797	68,208	211,006	1,938,361	429,110	2,367,471
Payroll taxes	38,974	163,381	188,111	10,281	44,964	128,201	82,176	18,888	63,648	700,838	183,822	884,660
Contracted substitute staff	-	7,882	-	-	-	-	-	-	-	7,882	18,989	26,871
Child treatment services	-	7,118	4,880	240,483	2,834,383	1,744,782	3,178	-	23,101	4,968,623	420	4,969,043
Child therapies	23,673	887	83,642	1,844	13,204	21,381	72,866	-	-	226,668	1,784	228,452
Professional fees and consultants	49,170	86,343	38,473	8,377	31,242	32,068	47,863	31,478	21,329	133,238	43,823	177,061
Subcontractors	-	800,871	-	-	1,018,731	2,831,987	-	-	-	4,347,789	-	4,347,789
Staff development and training	2,364	12,736	17,872	2,817	7,721	4,908	12,113	1,213	6,872	61,777	31,822	93,599
Rent	-	61,788	86,079	-	2,708	28,800	71,708	6,440	26,800	200,843	18,281	219,124
Utilities	-	42,786	18,477	1,977	4,186	12,719	21,200	8,336	20,824	133,238	43,823	177,061
Building maintenance and repairs	797	41,473	27,648	9,487	6,819	47,430	448	16,384	221,821	42,261	294,222	
Other occupancy costs	3,864	38,888	13,468	777	2,323	8,178	9,142	-	19,483	94,923	8,864	103,787
Office	7,781	41,040	48,543	2,204	6,104	8,277	29,180	7,128	12,648	162,880	82,199	245,079
Building and housing	47	19,480	8,618	726	1,941	9,221	7,481	482	4,942	42,480	14,424	56,904
Child transportation	382	26,538	2,253	9,893	4,206	79,542	6,937	187	1,261	128,847	9,086	137,933
Medical	-	387	491	-	23	-	796	68	328	2,122	174	2,296
Equipment maintenance	3,886	32,043	36,478	2,046	4,816	7,747	16,113	3,261	10,873	118,467	20,348	138,815
Depreciation	29,243	124,981	62,023	8,876	30,516	38,914	37,877	8,188	24,441	362,228	80,524	442,752
Advertising	132	621	588	40	146	224	988	79	2,186	4,854	3,268	8,122
Printing	288	871	4,864	771	131	283	338	71	296	7,644	1,174	8,818
Telephone and communications	12,083	24,446	34,919	2,816	3,146	7,641	24,748	2,884	13,664	129,848	31,403	161,251
Postage and shipping	736	4,887	4,048	218	801	1,019	3,080	640	2,824	17,883	8,104	25,987
Transportation	13,822	198,542	37,836	3,078	14,413	133,484	33,737	2,082	10,681	447,298	21,088	468,386
Assistance to individuals	12,484	30,314	1,573	80,928	2,448	18,222	807	80	75,280	179,917	1,018	171,935
Insurance	8,321	36,183	28,088	2,497	9,183	11,058	22,280	3,044	8,046	128,784	21,767	150,551
Membership dues	132	1,484	1,276	40	286	188	3,482	177	2,238	98,183	79,582	177,765
Interest	866	19,826	4,756	813	2,708	6,278	4,388	518	4,933	40,843	4,804	45,647
Other	26	182	103	8	78	37	87	18	25,827	28,120	(888)	27,232
<b>Total expenses</b>	<b>864,409</b>	<b>3,984,617</b>	<b>3,290,272</b>	<b>562,243</b>	<b>4,873,826</b>	<b>7,100,007</b>	<b>2,241,375</b>	<b>384,981</b>	<b>1,199,379</b>	<b>24,867,258</b>	<b>3,083,444</b>	<b>27,950,702</b>
Income (losses) in unaffiliated net assets	\$ 187,983	\$ 225,222	\$ 784,898	\$ (183,287)	\$ 1,201,239	\$ 438,966	\$ 717,297	\$ (158,290)	\$ (224,937)	\$ 2,811,104	\$ (2,787,678)	\$ 23,423

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 235,459	\$ 369,937
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	436,895	442,753
Change in allowance for doubtful accounts	44,946	(180,000)
Grant revenue for capital purchases	-	(146,374)
Gain on sale of assets	(775)	-
(Increase) decrease in		
Restricted cash	5,998	3,234
Accounts receivable, trade	91,989	684,425
Grants receivable	(7,881)	200,495
Prepaid expenses	(19,170)	(168,374)
Increase (decrease) in		
Accounts payable and accrued expenses	170,986	(35,598)
Estimated third-party liability	(190,669)	930,248
Loan fund	<u>89</u>	<u>90</u>
Net cash provided by operating activities	<u>767,867</u>	<u>2,100,836</u>
Cash flows from investing activities		
Acquisition of equipment	(353,892)	(605,971)
Proceeds from sale of equipment	<u>775</u>	<u>-</u>
Net cash used by investing activities	<u>(353,117)</u>	<u>(605,971)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	-	321,350
Principal payments on long-term borrowings	(237,948)	(366,763)
Grant revenue for capital purchases	<u>-</u>	<u>146,374</u>
Net cash used by financing activities	<u>(237,948)</u>	<u>100,961</u>
Net increase in cash and cash equivalents	176,802	1,595,826
Cash and cash equivalents, beginning of year	<u>3,476,548</u>	<u>1,880,722</u>
Cash and cash equivalents, end of year	<u>\$ 3,653,350</u>	<u>\$ 3,476,548</u>

The accompanying notes are an integral part of these consolidated financial statements.



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Nature of Activities**

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2018</u>	<u>2017</u>
Funds received	\$ 30,156	\$ 25,074
Funds disbursed	<u>19,685</u>	<u>23,131</u>
	<u>\$ 10,471</u>	<u>\$ 1,943</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 370,780
Funds disbursed	<u>277,309</u>
	<u>\$ 93,471</u>

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

**Use of Estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

**Contributions**

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2018 and 2017.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2018 and 2017, allowances were recorded in the amount of \$416,046 and \$371,100, respectively.

**Property and Equipment**

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the assets' useful lives. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

During 2017, the Organization updated its fixed asset capitalization policy from \$500 to \$2,000.

**Estimated Third-Party Liability**

The Organization's estimated third-party liability consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

**Functional Allocation of Expenses**

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**2. Restricted Cash**

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2018 and 2017, the Organization held cash totaling \$89,383 and \$89,294, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2018 and 2017, the Organization held cash totaling \$4,042 and \$10,129, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land and buildings	\$ 1,908,893	\$ 1,859,893
Building improvements	1,687,705	1,713,390
Vehicles	848,507	912,549
Equipment and furniture	<u>2,831,525</u>	<u>3,051,825</u>
	7,276,630	7,537,657
Less accumulated depreciation	<u>5,212,190</u>	<u>5,390,214</u>
	<u>\$ 2,064,440</u>	<u>\$ 2,147,443</u>

**4. Line of Credit**

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 2.85% and 5.25% at June 30, 2018 and 2017, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2018 and 2017, there was no outstanding balance on the line of credit.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increases to 1.75% over the FHLB index, which was 2.85% at June 30, 2018. The line of credit has a maturity date of October 6, 2024.

**5. Notes Payable**

Notes payable consisted of the following:

	<u>2018</u>	<u>2017</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 181,885	\$ 222,513
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	146,556	259,252
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	114,621	154,285
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	125,060	140,053
Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	117,996	131,350
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	<u>159,764</u>	<u>176,377</u>
	<u>\$ 845,882</u>	<u>\$ 1,083,830</u>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

5. Notes Payable (continued)

The scheduled maturities of long-term debt are as follows:

2019	\$	253,825
2020		171,365
2021		139,294
2022		109,582
2023		59,322
Thereafter		<u>112,494</u>
	\$	<u>845,882</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2018 and 2017, temporarily restricted net assets were \$83,392 and \$98,127, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$275,954 in 2018 and \$266,914 in 2017.

Future minimum operating lease payments are as follows:

2019	\$	378,399
2020		387,467
2021		370,685
2022		355,091
2023		289,787
Thereafter		<u>2,473,650</u>
	\$	<u>4,255,079</u>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2018 and 2017, approximately 85% and 84%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2018</u>	<u>2017</u>
Developmental Services	\$ 549,635	\$ 834,364
Behavioral Health Services	<u>115,373</u>	<u>106,029</u>
	<u>\$ 665,008</u>	<u>\$ 940,393</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**9. Retirement Plan**

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2018 and 2017, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2018 were \$231,226 and during the year ended June 30, 2017 were \$223,108. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$126,015, and for the Behavioral Health Services division was \$105,211. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

**10. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2018, which is the date that the consolidated financial statements were available to be issued.



**SUPPLEMENTARY INFORMATION**

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2018 and 2017

	2018					2017						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
<b>ASSETS</b>												
Cash and cash equivalents	\$ 1,761,858	\$ 1,797,612	\$ 709	\$ 93,471	\$ -	\$ 3,653,390	\$ 2,346,428	\$ 1,038,263	\$ 8,857	\$ 83,000	\$ -	\$ 3,478,548
Restricted cash	93,425	-	-	-	-	93,425	99,423	-	-	-	-	99,423
Accounts receivable, net of allowance for doubtful accounts	699,792	249,678	75	-	(61,164)	888,387	862,881	1,199,946	61	-	(1,037,566)	1,025,322
Grants receivable	11,846	47,178	-	-	-	59,024	12,451	37,690	-	-	-	50,141
Prepaid expenses	212,190	167,389	-	-	-	379,579	186,522	173,867	-	-	-	360,389
Interest in net assets of subsidiaries	91,659	-	-	-	(91,659)	-	81,874	-	-	-	(81,874)	-
Property and equipment, net	1,719,322	244,818	-	-	-	2,064,140	1,792,348	285,022	-	-	-	2,147,443
<b>Total assets</b>	<b>\$ 4,889,492</b>	<b>\$ 2,809,351</b>	<b>\$ 784</b>	<b>\$ 93,471</b>	<b>\$ (182,718)</b>	<b>\$ 7,137,383</b>	<b>\$ 5,352,027</b>	<b>\$ 2,835,091</b>	<b>\$ 8,918</b>	<b>\$ 83,000</b>	<b>\$ (1,119,540)</b>	<b>\$ 7,159,499</b>
<b>LIABILITIES AND NET ASSETS (DEFICIT)</b>												
<b>Liabilities</b>												
Accounts payable and accrued expenses	\$ 1,749,974	\$ 443,272	\$ 2,696	\$ -	\$ (61,164)	\$ 2,134,798	\$ 2,559,069	\$ 432,354	\$ 9,944	\$ -	\$ (1,037,566)	\$ 1,963,800
Refundable advances	848,747	180,284	-	-	-	1,121,061	1,083,873	227,647	-	-	-	1,311,720
Loan fund	89,363	-	-	-	-	89,363	89,294	-	-	-	-	89,294
Notes payable	721,290	114,822	-	-	-	836,112	879,244	154,729	-	-	-	1,033,920
<b>Total liabilities</b>	<b>3,811,494</b>	<b>738,158</b>	<b>2,696</b>	<b>-</b>	<b>(61,164)</b>	<b>4,191,182</b>	<b>4,691,778</b>	<b>814,497</b>	<b>9,944</b>	<b>-</b>	<b>(1,037,566)</b>	<b>4,445,844</b>
<b>Net assets (deficit)</b>												
Unrestricted	994,698	1,068,193	(1,912)	93,471	(91,659)	2,062,889	573,411	2,020,574	(1,028)	83,000	(81,874)	2,563,985
Temporarily restricted	82,322	-	-	-	-	82,322	118,837	-	-	-	-	118,837
<b>Total net assets (deficit)</b>	<b>1,078,098</b>	<b>1,068,193</b>	<b>(1,912)</b>	<b>93,471</b>	<b>(91,659)</b>	<b>2,948,281</b>	<b>690,248</b>	<b>2,020,574</b>	<b>(1,028)</b>	<b>83,000</b>	<b>(81,874)</b>	<b>2,710,822</b>
<b>Total liabilities and net assets (deficit)</b>	<b>\$ 4,889,492</b>	<b>\$ 2,809,351</b>	<b>\$ 784</b>	<b>\$ 93,471</b>	<b>\$ (182,718)</b>	<b>\$ 7,137,383</b>	<b>\$ 5,352,027</b>	<b>\$ 2,835,091</b>	<b>\$ 8,918</b>	<b>\$ 83,000</b>	<b>\$ (1,119,540)</b>	<b>\$ 7,159,499</b>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2018 and 2017

	2018					Consolidated Totals	2017					Consolidated Totals
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations		Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	
<b>Changes in unrestricted net assets (deficit)</b>												
Public support and revenue												
Medicaid revenue	\$ 19,481,032	\$ 6,846,866	\$ -	\$ -	\$ -	\$ 26,327,898	\$ 17,477,740	\$ 5,840,876	\$ -	\$ -	\$ -	\$ 23,318,616
Medicare revenue	-	181,239	-	-	-	181,239	-	184,278	-	-	-	184,278
Client resources	1,314,818	370,502	-	-	-	1,685,320	1,223,082	390,956	-	-	-	1,614,038
Contract revenue	845,736	871,892	-	-	-	1,717,628	801,151	890,919	-	-	-	1,692,070
Grant income	169,762	420,177	-	-	-	589,939	221,865	381,772	-	-	-	603,637
Interest income	-	209	-	-	-	209	-	48	-	-	-	48
Other program income	376,241	-	-	-	-	376,241	328,173	-	-	-	-	328,173
Public support	42,647	8,537	-	30,158	-	81,342	40,255	8,247	-	25,074	-	73,576
Other revenue	56,819	40,328	9,062	-	(19,833)	86,396	138,713	29,910	100,302	-	(102,245)	173,780
Total public support and revenue	22,076,785	8,418,467	9,062	30,158	(19,833)	30,514,927	20,028,978	7,719,004	100,302	25,074	(102,245)	27,772,014
Net assets released from restrictions	47,355	-	-	-	-	47,355	41,358	5,758	-	-	-	47,116
Total public support, revenue and reclassifications	22,124,140	8,418,467	9,062	30,158	(19,833)	30,562,282	20,070,336	7,724,762	100,302	25,074	(102,245)	27,819,130
<b>Expenses</b>												
Program services												
Case management	938,043	-	-	-	-	938,043	854,809	-	-	-	-	854,809
Day programs and community support	3,821,228	807,807	-	-	-	4,629,035	3,287,428	887,189	-	-	-	4,174,617
Early support services and youth and family	1,234,100	2,516,913	-	-	-	3,751,013	915,875	2,374,397	-	-	-	3,290,272
Family support	430,399	-	-	-	-	430,399	582,283	-	-	-	-	582,283
Residential services	8,318,539	-	-	-	-	8,318,539	4,873,525	-	-	-	-	4,873,525
Combined residential, day and consolidated services	7,662,061	-	-	-	-	7,662,061	7,100,007	-	-	-	-	7,100,007
Adult services	154,446	2,289,150	-	-	-	2,443,596	192,602	2,048,773	-	-	-	2,241,375
Emergency services	-	561,016	-	-	-	561,016	-	399,991	-	-	-	399,991
Other	488,204	1,008,835	9,948	19,645	(9,948)	1,516,784	409,109	795,139	101,271	23,131	(101,271)	1,195,378
Total program expenses	19,945,910	7,183,781	9,948	19,645	(9,948)	27,148,476	18,182,638	6,288,489	101,271	23,131	(101,271)	24,502,258
Supporting services												
General management	1,732,858	1,327,057	-	-	-	3,059,915	1,688,104	1,397,340	-	-	-	3,085,444
Total expenses	21,678,768	8,510,838	9,948	19,645	(9,948)	30,288,293	19,870,742	7,685,829	101,271	23,131	(101,271)	27,585,702
Change in unrestricted net assets (deficit)	(42,128)	(162,371)	(886)	10,471	(9,885)	(284,804)	211,593	41,833	(969)	1,843	(974)	253,428
<b>Changes in temporarily restricted net assets</b>												
United Way allocation	8,921	-	-	-	-	8,921	11,483	5,758	-	-	-	17,251
Grant income	-	-	-	-	-	-	146,374	-	-	-	-	146,374
Net assets released from restrictions	(42,368)	-	-	-	-	(42,368)	(41,358)	(5,758)	-	-	-	(47,116)
Change in temporarily restricted net assets	(33,447)	-	-	-	-	(33,447)	116,511	-	-	-	-	116,511
Change in net assets (deficit)	367,640	(162,371)	(886)	10,471	(9,885)	238,489	328,104	41,833	(969)	1,843	(974)	389,937
Net assets (deficit), beginning of year	690,248	2,020,674	(1,928)	83,000	(81,874)	2,710,020	382,144	1,878,741	(57)	81,057	(81,000)	2,240,885
Net assets (deficit), end of year	\$ 1,057,888	\$ 1,858,303	\$ (1,912)	\$ 93,471	\$ (91,759)	\$ 2,948,509	\$ 710,248	\$ 1,920,574	\$ (1,026)	\$ 82,900	\$ (81,974)	\$ 2,630,822



## Community Partners BOARD OF DIRECTORS 2019-2020

**PRESIDENT**

Kathleen Boisclair (Joined 9/25/12)

**TREASURER**

Anthony Demers (Joined 01/20/15)

**VICE PRESIDENT**

Wayne Goss (Joined 1/28/14)

**SECRETARY**

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)		

## **BRIAN J. COLLINS**

### **Summary:**

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

### **Experience:**

1995 - Present

**Executive Director**

**Behavioral Health & Developmental Services of Strafford County, Inc.,  
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

**Brian Collins**

**Page 2**

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director  
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist  
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

**Brian Collins**

**Page 3**

1982 - 1985      **Quality Assurance Administrator,  
Training Coordinator, New Hampshire DMHDS**

**Quality:** Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

**Training:** Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

**Education:**

**Masters in Public Administration**, University of New Hampshire  
**BA, Communications**, Boston College Evening School

**Advisory Boards:**

Advisory Board, University of New Hampshire Institute on Disability (UAP)  
University of Hartford Rehabilitation Training Program  
Virginia Commonwealth University Rehabilitation Research and Training Center.  
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.  
Overseeing services to children with disabilities from birth to age three.  
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

**Memberships:**

The Association for Persons with Severe Handicaps (TASH)  
American Association on Mental Retardation (AAMR)  
National Rehabilitation Association (NRA)  
New Hampshire Rehabilitation Association (NHRA)  
American Network of Community Options and Resources

# Christopher D. Kozak

## SENIOR MANAGEMENT

### Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

### Professional Experience

#### Community Partners

Dover, NH October 2010 – Present

*A State designated Community Mental Health Program providing services to individuals*

#### Chief Operating Officer (4/12 – present)

#### Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

#### Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

#### Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

*Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.*

#### Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

#### Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

#### Casenet Inc.

Bedford, MA August 2006 – July 2008

*A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.*

#### Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

#### Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round



financing.

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**Landmark Solutions, LLC (A.K.A. BHN)**

Concord, NH September 1998 – September 2006

*A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.*

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*Vice President of Managed Care Services (7/03 – 8/06)*

*Director of Behavioral Health Services (8/98 – 7/03)*

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

**Accomplishments**

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

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**CNR Health, Inc.**

Milwaukee, WI August 1991 – September 1998

*A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.*

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*Director of Case Management*

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

**Accomplishments**

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

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**Education**

**North Dakota State University, Fargo, ND**  
**Bachelor of Science in Psychology, 5/87**  
 Minor: Statistics

**Marquette University, Milwaukee, WI**  
**Master of Science in Clinical Psychology, 8/89**

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

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**References**

Available upon request

## **Suzanne Bagdasarian**



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### **Business Experience**

**2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire**

**Chief Financial Officer 2019 – Present**

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

**Controller 2001 – 2018**

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished “clean” annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

**1994-2001 Harvard Pilgrim Health Care, Wellesley, MA**

**Accounting Director - 2000-2001**

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company’s expenses.

**Budget Manager – 1999- 2000**

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

**Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999**

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

**Financial & Utilization Analyst- 1994 – 1997**

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

**1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA**

**Staff Accountant**

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

**Education**

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

# Tammy Smith

Objective: To obtain a full time position.

## Experience:

### Life Coach

4/2010 - present

#### *LifeShare Dover, NH*

- Provide day program services to adults with disabilities.
- Mandt Certified
- Responsible for writing activity schedules.

(additional job responsibilities:6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

### Homemaker

1/2009 - 4/2010

#### *Area Homecare Portsmouth, NH*

- Provided support to elderly and or disabled people in their homes.
- Conducted safety Assessments.
- Wrote daily contact notes, highlighted areas of concern.

### Case Manager

3/1999- 9/2002

#### *Strafford Guidance Center - Rochester, NH*

- Managed a case load of 30 plus individuals with chronic mental illness.
- Provided supportive counseling and crisis intervention.
- Wrote treatment plans based on clients goals.

### Sales Clerk

2/03-11/10

*Liar's Paradise-Nottingham, NH*

### Skills Instructor / Paraprofessional

1/97 - 3/99

*Easter Seals - Portsmouth, NH and Epping NH*

- Supported students through a school to work program.
- Provided day program services to adults with disabilities.
- Facilitated group activities to increase peer socialization.

**Education**

*UNH Durham, NH*

1994 - 1996

Bachelors Degree In Social Work

Transferred to UNH with an Associate Degree In Human Services.

**References:**

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-9928

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Ballou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners

**Name of Program/Service:** Housing Bridge Subsidy Program

BUDGET PERIOD:	FY20		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$225,780	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$89,610	0.00%	\$0.00
Bagdasarian, Suzanne, C.F.O.	\$105,000	0.00%	\$0.00
Smith, Tammy, Resource Center Program Director	\$60,900	5.00%	\$3,045.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$3,045.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-10)

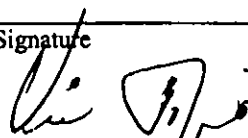
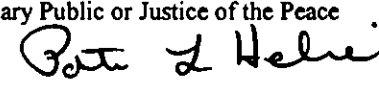

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-434-1577	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory VIC TOPO PRESIDENT/CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>Vic Topo</u> <sup>7/29/19</sup> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		PATRICE L. HELIE, Justice of the Peace State of New Hampshire My Commission Expires April 6, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patrice L Helie</u>			
1.14 State Agency Signature  Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory <u>Katy S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/9/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date 7/29/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 7/29/19



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300
- 1.4. For the purposes of this agreement, any reference to days shall mean business days.
- 1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).
- 1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.
- 1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

#### 2. Scope of Services

- 2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:
  - 2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:
    - 2.1.1.1. The guardian or other involved family member, as appropriate.
    - 2.1.1.2. The referring agent.
    - 2.1.1.3. An identified mental health center representative.



## Exhibit A

- 2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.
- 2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:
  - 2.1.3.1. Benefits eligibility and status.
  - 2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:
    - 2.1.3.2.1. Supportive services.
    - 2.1.3.2.2. Substance use.
    - 2.1.3.2.3. Behavioral health care; psychiatric health care.
    - 2.1.3.2.4. Primary health care.
- 2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:
  - 2.2.1. Obtain the individual's housing history.
  - 2.2.2. Assess individual housing preferences.
  - 2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.
  - 2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:
    - 2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.
    - 2.2.4.2. Credit checks.
    - 2.2.4.3. Provision of references.
  - 2.2.5. Assist individuals with contacting potential landlords.
  - 2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.
  - 2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.
  - 2.2.8. Ensure individuals understand fair housing laws.
  - 2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:
    - 2.2.9.1. Security deposits.



## Exhibit A

- 2.2.9.2. Securing utilities.
- 2.2.9.3. Obtaining furniture.
- 2.2.9.4. Purchasing groceries.
- 2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.
- 2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:
  - 2.2.11.1. Security deposit financial assistance.
  - 2.2.11.2. Assistance with utility payments.
  - 2.2.11.3. Assistance with applying for food stamps.
  - 2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.
  - 2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.
- 2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:
  - 2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.
  - 2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:
    - 2.3.2.1. Peer support agencies.
    - 2.3.2.2. Faith-based groups.
    - 2.3.2.3. Transportation services.
    - 2.3.2.4. Primary care services.
    - 2.3.2.5. Homemaker/personal care services.
    - 2.3.2.6. Legal aid.
- 2.4. The Contractor shall identify each individual's needs through:
  - 2.4.1. Treatment team meetings.
  - 2.4.2. Self-observations.



## Exhibit A

- 2.4.3. Feedback from landlords.
- 2.4.4. The Contractor's employed case managers.
- 2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.
- 2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:
  - 2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.
  - 2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.
  - 2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.
  - 2.6.4. Complete and document annual inspections of each individual's rental unit.
  - 2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.
  - 2.6.6. Ensure timely Housing Bridge voucher payments to landlords.
- 2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.
- 2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.
- 2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.
- 2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:
  - 2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.



## Exhibit A

- 2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.10.3. The complainant is notified, in writing, of the finding.
- 2.10.4. All identities of any complainants are kept confidential.
- 2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.10.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:
  - 2.11.1. Releases of information and consent forms.
  - 2.11.2. Housing and service plans.
  - 2.11.3. Progress and contact notes.
  - 2.11.4. Documentation of service participation.
  - 2.11.5. Any medical, mental health, and substance use services requested and provided.

### 3. Staffing

- 3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.
- 3.2. The Contractor shall ensure:
  - 3.2.1. All staffing and volunteers undergo NH Criminal background checks.
  - 3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.
  - 3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

### 4. Reporting

- 4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:
  - 4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.
  - 4.1.2. Barriers experienced by the Contractor.



## Exhibit A

- 4.1.3. Resolutions of barriers experienced.
- 4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.
- 4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:
  - 4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 4.2.3. The names of individuals who exited the program, the reason, and the date of exit.
  - 4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.
- 4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.
- 4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.
  - 4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

## 5. Performance Measures

- 5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 5.2. The performance measures will be designed to evaluate:
  - 5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.
  - 5.2.2. Percent of individuals housed within thirty (30) days of referral.
  - 5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.





**Exhibit A**

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- 5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- 5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

*WJ*  
7/29/19



New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costs for the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed \$715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is \$2,802,675 for SFY20 and \$3,717,300 for SFY 21, for a total price limitation among all agreements of \$6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
  - 8.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
  - 8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management


Exhibit B

SS-2020-DBH-01-HOUSE-10

Page 1 of 2

Contractor Initials

Date

  
7/29/19



**New Hampshire Department of Health and Human Services  
Housing Bridge Subsidy Program Services**

**Exhibit B**

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:  

Financial Manager  
Bureau of Behavioral Health Services  
Division for Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

W  
7/29/19

**Exhibit B-1 Budget**

Housing Bridge Subsidy Program Services

**New Hampshire Department of Health and Human Services**

Contractor name: The Mental Health Center for Southern New Hampshire  
DBA CLM Center for Life Management  
Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 41,358.00	\$ -	\$ 41,358.00	\$ -	\$ -	\$ -	\$ 41,358.00	\$ -	\$ 41,358.00
2. Employee Benefits	\$ 12,407.00	\$ -	\$ 12,407.00	\$ -	\$ -	\$ -	\$ 12,407.00	\$ -	\$ 12,407.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -	\$ 225.00	\$ -	\$ 225.00
6. Travel	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
7. Occupancy	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00	\$ -	\$ 720.00
Postage	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -	\$ -	\$ 270.00	\$ -	\$ 270.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 338.00	\$ -	\$ 338.00	\$ -	\$ -	\$ -	\$ 338.00	\$ -	\$ 338.00
Insurance	\$ 675.00	\$ -	\$ 675.00	\$ -	\$ -	\$ -	\$ 675.00	\$ -	\$ 675.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
9. Software	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 563.00	\$ -	\$ 563.00	\$ -	\$ -	\$ -	\$ 563.00	\$ -	\$ 563.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
14. Admin	\$ -	\$ 7,292	\$ 7,292	\$ -	\$ -	\$ -	\$ -	\$ 7,292	\$ 7,292
<b>TOTAL</b>	\$ 60,769	\$ 7,292	\$ 68,061	\$ -	\$ -	\$ -	\$ 60,769	\$ 7,292	\$ 68,061

Indirect As A Percent of Direct

12.0%

Contractor Initials

Date

7/29/19

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name The Mental Health Center for Southern New Hampshire  
DBA CLM Center for Life Management  
Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 55,144.00	\$ -	\$ 55,144.00	\$ -	\$ -	\$ -	\$ 55,144	\$ -	\$ 55,144.00
2. Employee Benefits	\$ 16,543.00	\$ -	\$ 16,543.00	\$ -	\$ -	\$ -	\$ 16,543	\$ -	\$ 16,543.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
6. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
7. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ 960.00
Postage	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
Insurance	\$ 900.00	\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ 900.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Contingency)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
9. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Records Check	\$ 660.00	\$ -	\$ 660.00	\$ -	\$ -	\$ -	\$ 660	\$ -	\$ 660.00
14. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
<b>TOTAL</b>	<b>\$ 81,017</b>	<b>\$ 9,722</b>	<b>\$ 90,739</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 81,017</b>	<b>\$ 9,722</b>	<b>\$ 90,739</b>

Indirect As A Percent of Direct

12.0%

Contractor Initials

Date

*[Handwritten Signature]*  
7/29/19



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials 

Date 



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

*W*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*W*  
7/29/19




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

7/29/19  
Date

  
Name: Vic Topa  
Title: President/CEO

Vendor Initials   
Date 7/29/19



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

7/29/19  
Date

[Signature]  
Name: VCC TPO  
Title: PRESIDENT / CEO.




**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

  
7/29/19



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.


**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7/29/19  
Date

Vendor Name:  
  
Name: VIC TOFF  
Title: President/CEO

Vendor Initials VT  
Date 7/29/19





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials W

Date 7/29/19



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

7/29/19  
Date

Vendor Name:

[Signature]  
Name: Vic Topo  
Title: PRESIDENT / CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials [Signature]

Date 7/29/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

7/29/19  
Date

  
Name: Vic Toppo  
Title: President/CEO

Vendor Initials VT  
Date 7/29/19



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.


  
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Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Vic Topo  
Name of the Vendor

[Signature]  
Signature of Authorized Representative

VIC TOPO  
Name of Authorized Representative

[Signature]  
Title of Authorized Representative

PRESIDENT/CEO  
Date  
7/29/19



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

7/29/19  
Date

  
Name: VICTOR  
Title: PRESIDENT / CEO



FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 085573541
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>Vic Tapa, CEO</u>	Amount: <u>\$160,854</u>
Name: <u>Michael Bergeron, CEO</u>	Amount: <u>\$133,674</u>
Name: <u>Steve Accault, COO</u>	Amount: <u>\$118,821</u>
Name: <u>Patrick Ulmer, CTO</u>	Amount: <u>\$118,821</u>
Name: _____	Amount: _____



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements




request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

  
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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).





Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

*VS*

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

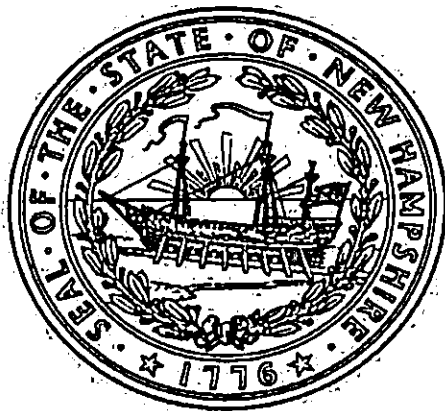
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 442328

Certificate Number : 0004489140



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2019.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, SUSAN E. DAVIS, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
DBA CLM CENTER FOR LIFE MANAGEMENT.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 7-29-19:  
(Date)

RESOLVED: That the VIC TOPO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 29 day of JULY, 2019.  
(Date Contract Signed)

4. VIC TOPO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Susan E. Davis  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2019.

By SUSAN E. DAVIS  
(Name of Elected Officer of the Agency)

Patrice L. Helie  
(Notary Public/Justice of the Peace)



Commission Expires: PATRICE L. HELIE, Justice of the Peace  
State of New Hampshire  
My Commission Expires April 6, 2022

Client#: 1485395

MENTAHEA29

ACORD<sub>TM</sub>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME:		
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.		18058
	INSURER B : Granite State Insurance Company		23809
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

INSURED  
The Mental Health Center for Southern  
NH DBA CLM Center for Life Management;  
10 Tsienneto Road  
Derry, NH 03038

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1886772	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1886766	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PUB648899	10/01/2018	10/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC017064748	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab			PHPK1886772	10/01/2018	10/01/2019	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

DHHS Dept Health & Human  
Services  
129 Pleasant Street  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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## **MISSION**

**To promote the health and wellbeing of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.**

## **VISION**

**Together, we can evolve from being primarily a treatment focused behavioral health organization to one that values whole health and wellness.**



THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE  
MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
Years ended June 30, 2018 and 2017

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Years ended June 30, 2018 and 2017

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Independent Auditor's Report

To the Board of Directors of  
The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management and Affiliates

**Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

***Other Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 16, 2018, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.

*Wade White of Assoc, LLC*

Essex Junction, Vermont  
Registration number VT092.0000684  
October 16, 2018

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statements of Financial Position  
June 30, 2018 and 2017

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets:		
Cash and cash equivalents	\$ 1,640,075	\$ 1,060,309
Accounts receivable, net	864,230	874,385
Other receivables	144,815	116,163
Prepaid expenses	80,753	93,249
Security deposit	11,087	11,087
Total current assets	2,740,960	2,155,193
Property and equipment, net	3,656,665	3,808,664
Other assets		
Interest rate swap agreement	48,533	-
Total assets	\$ 6,446,158	\$ 5,963,857

LIABILITIES AND NET ASSETS

Current liabilities:		
Current portion of long term debt	\$ 88,538	\$ 86,038
Accounts payable	53,554	81,794
Accrued payroll and payroll liabilities	375,055	364,814
Accrued vacation	327,657	292,305
Accrued expenses	13,319	12,500
Deferred revenue	7,580	7,580
Total current liabilities	865,703	845,031
Long term liabilities		
Interest rate swap agreement	-	37,053
PMPM reserve	112,737	-
Long term debt, less current portion	2,308,819	2,397,390
Total long term liabilities	2,421,556	2,434,443
Total liabilities	3,287,259	3,279,474
Net assets - unrestricted	3,158,899	2,684,383
Total liabilities and unrestricted net assets	\$ 6,446,158	\$ 5,963,857

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Activities  
Years ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
<u>Public support and revenues:</u>		
Public support:		
Federal	\$ 1,005,755	\$ 744,203
State of New Hampshire - BBH	316,921	518,471
State and local funding	43,602	44,601
Other public support	<u>131,172</u>	<u>148,038</u>
Total public support	1,497,450	1,455,313
Revenues:		
Program service fees, net	12,364,822	11,514,943
Other service income	467,403	422,362
Rental income	4,985	4,798
Other	<u>39,231</u>	<u>20,038</u>
Total revenues	<u>12,876,441</u>	<u>11,962,141</u>
Total public support and revenues	14,373,891	13,417,454
<u>Operating expenses:</u>		
BBH funded programs:		
Children	4,859,070	4,450,932
Elders	282,131	243,821
Vocational	234,156	229,971
Multi-Service	2,609,377	2,329,607
Acute Care	775,806	745,489
Independent Living	2,226,618	1,876,360
Assertive Community Treatment	835,083	678,106
Non-Specialized Outpatient	980,645	1,370,779
Non-BBH funded program services	<u>132,495</u>	<u>167,338</u>
Total program expenses	12,935,381	12,092,403
Administrative expenses	<u>1,049,580</u>	<u>1,089,423</u>
Total expenses	<u>13,984,961</u>	<u>13,181,826</u>
Change in net assets from operations	388,930	235,628
<u>Non-operating expenses:</u>		
Fair value loss on interest rate swap	<u>85,586</u>	<u>148,152</u>
Change in net assets	474,516	383,780
Net assets, beginning of year	<u>2,684,383</u>	<u>2,300,603</u>
Net assets, end of year	<u>\$ 3,158,899</u>	<u>\$ 2,684,383</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Functional Expenses

Years ended June 30, 2018 and 2017

	2018				
	Program Services	Administrative	Total	Program Services	Adn
Personnel costs:					
Salaries and wages	\$ 8,271,397	\$ 679,212	\$ 8,950,609	\$ 7,739,427	\$
Employee benefits	1,770,356	136,304	1,906,660	1,512,048	
Payroll taxes	589,194	48,580	637,774	556,222	
Accounting/audit fees	50,511	4,910	55,421	52,170	
Advertising	18,548	2,626	21,174	8,195	
Conferences, conventions and meetings	27,262	11,456	38,718	20,838	
Depreciation	186,697	18,240	204,937	201,071	
Equipment maintenance	14,183	1,385	15,568	11,094	
Equipment rental	38,062	2,996	41,058	47,239	
Insurance	64,120	6,898	71,018	71,935	
Interest expense	96,382	9,417	105,799	98,804	
Legal fees	43,606	4,071	47,677	35,825	
Membership dues	48,330	8,218	56,548	46,938	
Occupancy expenses	896,640	10,055	906,695	842,203	
Office expenses	193,164	20,508	213,672	195,435	
Other expenses	55,224	17,866	73,090	28,599	
Other professional fees	273,798	55,732	329,530	303,067	
Program supplies	84,240	8,943	93,183	123,719	
Travel	213,667	2,163	215,830	197,574	
	<u>12,935,381</u>	<u>1,049,580</u>	<u>13,984,961</u>	<u>12,092,403</u>	
Administrative allocation	<u>1,049,580</u>	<u>(1,049,580)</u>	<u>-</u>	<u>1,089,423</u>	<u>(</u>
Total expenses	<u>13,948,535</u>	<u>\$ -</u>	<u>\$ 13,984,961</u>	<u>\$ 13,181,826</u>	<u>\$</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Cash Flows  
Years ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 474,516	\$ 383,780
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	204,937	221,835
Amortization of loan origination fees included in interest expense	18,929	18,937
(Increase) decrease in:		
Accounts receivable, net	10,155	207,166
Other receivables	(28,652)	138,959
Prepaid expenses	12,496	(31,206)
Increase (decrease) in:		
Accounts payable and accrued expenses	18,172	104,572
Deferred revenue	-	(4,400)
PMPM reserve	<u>112,737</u>	<u>-</u>
Net cash provided by operating activities	<u>823,290</u>	<u>1,039,643</u>
 Cash flows from investing activities:		
Purchases of property and equipment	<u>(52,938)</u>	<u>(32,734)</u>
Net cash (used) provided by investing activities	<u>(52,938)</u>	<u>(32,734)</u>
 Cash flows from financing activities:		
Fair value (gain) loss on interest rate swap	(85,586)	(148,152)
Net borrowing (payments) on line of credit	-	(100,000)
Net principal payments on long term debt	<u>(105,000)</u>	<u>(102,500)</u>
Net cash used in financing activities	<u>(190,586)</u>	<u>(350,652)</u>
 Net increase (decrease) in cash and cash equivalents	579,766	656,257
 Cash and cash equivalents, beginning of year	<u>1,060,309</u>	<u>404,052</u>
 Cash and cash equivalents, end of year	<u>\$ 1,640,075</u>	<u>\$ 1,060,309</u>
 <u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	<u>\$ 105,799</u>	<u>\$ 113,957</u>

See notes to financial statements



THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2018 and 2017

Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the “Agency”) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the “Foundation”) was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the “Organization”.

Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification (“ASC”) *Accounting for Contributions Received and Contributions Made*.

Basis of presentation

The Organization’s financial statement presentation is required by the Not-for-Profit *Presentation of Financial Statements* topic of the FASB ASC. The Organization is required to report information regarding its financial position and activities according to the following three classifications of net assets based on the existence or absence of donor-imposed restrictions.

Unrestricted net assets – Net assets that are not subject to donor-imposed restrictions.

Temporarily restricted net assets – Net assets subject to donor-imposed restrictions that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets – Net assets subject to donor-imposed restrictions that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2018 and 2017

Note 2. Basis of accounting and summary of significant accounting policies (continued)

At June 30, 2018 and 2017, the Organization had no temporarily or permanently restricted net assets.

General

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents. Cash equivalents include savings, money market accounts, and certificates of deposits.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$224,548 and \$208,878 as of June 30, 2018 and 2017, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$204,937 and \$221,835 for the years ended June 30, 2018 and 2017, respectively.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2018 and 2017

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with Generally Accepted Accounting Principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 6. The costs are amortized over the term of the respective financing arrangement.

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Fair value measurements and financial instruments

The Company adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Contributions

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence or nature of any donor restrictions.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2018 and 2017

Note 2. Basis of accounting and summary of significant accounting policies (continued)

All donor-restricted contributions received are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of support, revenues, and expenses as net assets released from restrictions.

Restricted contributions that meet the restriction in the same reporting period are reported as increases in unrestricted net assets.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs are received. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 8. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Advertising expenses

The Organization expenses advertising costs as they are incurred.

Expense allocation

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income taxes

The Agency is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Agency has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Agency.

These financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2018 and 2017

Note 2. Basis of accounting and summary of significant accounting policies (continued)

*Accounting for Uncertain Income Taxes* did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2015, 2016 and 2017 are subject to examination by the IRS, generally for three years after filing.

Reclassifications

Certain amounts in the prior-year financial statements have been reclassified in order to be comparable with the current year presentation.

Subsequent events

The Organization has evaluated all subsequent events through October 16, 2018, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2018			2017		
<u>Accounts receivable</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Clients	\$ 332,312	\$ (179,244)	\$ 153,068	\$ 310,035	\$ (161,421)	\$ 148,614
Insurance companies	144,808	(6,476)	138,332	136,783	(3,018)	133,765
Medicaid	540,750	(35,213)	505,537	494,240	(29,656)	464,584
Medicare	70,908	(3,615)	67,293	142,205	(14,783)	127,422
	<u>\$1,088,778</u>	<u>\$ (224,548)</u>	<u>\$ 864,230</u>	<u>\$1,083,263</u>	<u>\$ (208,878)</u>	<u>\$ 874,385</u>
				<u>2018</u>		<u>2017</u>
<u>Other receivables</u>						
Towns			\$ 18,600			\$ 23,000
NH Division of Mental Health				87,680		64,982
Contractual services				<u>38,535</u>		<u>28,181</u>
				<u>\$ 144,815</u>		<u>\$ 116,163</u>

Note 4. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2018</u>	<u>2017</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	<u>\$ 864,230</u>	<u>\$ 874,385</u>
Other receivables due from entities located in New Hampshire	<u>\$ 144,815</u>	<u>\$ 116,163</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2018 and 2017

Note 4. Concentrations of credit risk (continued)

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2018 and 2017, the Organization had approximately \$1,212,400 and \$655,600 in uninsured cash balances.

Note 5. Property

Property and equipment consists of the following at June 30:

	<u>2018</u>	<u>2017</u>
Land	\$ 565,000	\$ 565,000
Buildings and improvements	3,977,453	3,959,330
Automobiles	20,000	20,000
Equipment	<u>1,446,194</u>	<u>1,411,379</u>
	6,008,647	5,955,709
Less: accumulated depreciation	<u>(2,351,982)</u>	<u>(2,147,045)</u>
Property and equipment, net	<u>\$ 3,656,665</u>	<u>\$ 3,808,664</u>

Note 6. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2018</u>	<u>2017</u>
Series 2015 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of \$3,042,730, remarketed and sold to People's United Bank at a variable rate, with an effective rate of 2.8169% and 2.17385% at June 30, 2018 and 2017, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 8.	2,755,230	2,860,230
Less: unamortized finance costs	<u>(357,873)</u>	<u>(376,802)</u>
Long term debt, less unamortized finance costs	2,397,357	2,483,428
Less: current portion of long term debt	<u>(88,538)</u>	<u>(86,038)</u>
Long term debt, less current portion	<u>\$ 2,308,819</u>	<u>\$ 2,397,390</u>

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of the finance costs is reported as interest expense in the financial statements. Amortization of \$18,929 and \$18,937 is reported as interest expense in the consolidated statement of activities for the years ending June 30, 2018 and 2017, respectively.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Notes to Consolidated Financial Statements  
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Note 6. Long term debt (continued)

Future maturities to long term debt are as follows:

<u>Year ending June 30,</u>	<u>Long Term Debt Principal</u>	<u>Unamortized Finance Costs</u>	<u>Net</u>
2019	\$ 107,500	\$ (18,962)	\$ 88,538
2020	112,500	(18,962)	93,538
2021	117,500	(18,962)	98,538
2022	122,500	(18,962)	103,538
2023	127,500	(18,962)	108,538
Thereafter	<u>2,167,730</u>	<u>(263,063)</u>	<u>1,904,667</u>
Total	<u>\$ 2,755,230</u>	<u>\$ (357,873)</u>	<u>\$ 2,397,357</u>

Note 7. Line of credit

As of June 30, 2018, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March 29, 2019. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 6.00% at June 30, 2018). The outstanding balance on the line at June 30, 2018 was \$0. The line of credit is secured by all business assets and real estate.

As of June 30, 2017, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which was available through March 2018. Interest accrued on the outstanding principal balance was payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 5.25% at June 30, 2017). The outstanding balance on the line at June 30, 2017 was \$0. The line of credit was secured by all business assets and real estate.

Note 8. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Banks term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,755,230 and \$2,860,230 at June 30, 2018 and 2017, respectively.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Note 8. Interest rate swap (continued)

In accordance with Generally Accepted Accounting Principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in unrestricted net assets. For the year ending June 30, 2018 and 2017, the Organization reported an interest rate swap asset of \$48,533 and liability of \$37,053 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$85,586 and \$148,152 on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 9. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$99,861 and \$94,737 for the years ending June 30, 2018 and 2017, respectively.

Note 10. Commitments and contingencies

The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management, has entered into an agreement with Parkland Medical Center ("PMC") of Derry, New Hampshire, which requires that CLM provide psychiatric services and consultations to inpatients of PMC for the hospital medical and nursing staff. The consultations are requested by the hospital and responded to by CLM medical staff on an on-call basis.

In addition to the psychiatric services, CLM provides emergency mental health assessments, evaluations, and referral services to the emergency department ("ED") of the hospital. CLM emergency service clinicians are available on a twenty-four hour, seven days a week basis to see patients entering the ED who are experiencing a mental health crisis or psychiatric emergency.

The original agreement expired May 31, 2018, however, a new agreement was effective July 1, 2018. The new agreement is effective for an initial one year term and may be renewed for up to two additional one year terms.

For the years ending June 30, 2018 and 2017, the Agency received approximately 72% and 67%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds are taken as grant funds which are drawn as related expenses are incurred. Medicaid is comprised of 50% Federal funds and 50% New Hampshire State matching funds..



THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Note 11. Lease commitments

The Agency leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$157,000 and \$141,000 for the years ended June 30, 2018 and 2017, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2018:

<u>Year ending June 30,</u>	
2019	\$ 120,612
2020	12,316
2021	2,157
2022	2,157
2023	<u>2,157</u>
Total	<u>\$ 139,399</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2018

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<b>ASSETS</b>					
Current assets:					
Cash and cash equivalents	\$ 1,429,298	\$ 210,777	\$ 1,640,075	\$ -	\$ 1,640,075
Accounts receivable, net	864,230	-	864,230	-	864,230
Other receivables	144,815	-	144,815	-	144,815
Prepaid expenses	80,753	-	80,753	-	80,753
Security deposit	11,087	-	11,087	-	11,087
Total current assets	2,530,183	210,777	2,740,960	-	2,740,960
Property and equipment, net	3,656,665	-	3,656,665	-	3,656,665
Other assets:					
Interest rate swap agreement	48,533	-	48,533	-	48,533
Total assets	<u>\$ 6,235,381</u>	<u>\$ 210,777</u>	<u>\$ 6,446,158</u>	<u>\$ -</u>	<u>\$ 6,446,158</u>
<b>LIABILITIES AND NET ASSETS</b>					
Current liabilities:					
Current portion of long-term debt	\$ 88,538	\$ -	\$ 88,538	\$ -	\$ 88,538
Accounts payable	53,554	-	53,554	-	53,554
Accrued payroll and payroll liabilities	375,055	-	375,055	-	375,055
Accrued vacation	327,657	-	327,657	-	327,657
Accrued expenses	13,319	-	13,319	-	13,319
Deferred revenue	7,580	-	7,580	-	7,580
Total current liabilities	865,703	-	865,703	-	865,703
Long term liabilities:					
PMPM reserve	112,737	-	112,737	-	112,737
Long-term-debt less current portion	2,308,819	-	2,308,819	-	2,308,819
Total long term liabilities	2,421,556	-	2,421,556	-	2,421,556
Total liabilities	3,287,259	-	3,287,259	-	3,287,259
Net assets - unrestricted	2,948,122	210,777	3,158,899	-	3,158,899
Total liabilities and unrestricted net assets	<u>\$ 6,235,381</u>	<u>\$ 210,777</u>	<u>\$ 6,446,158</u>	<u>\$ -</u>	<u>\$ 6,446,158</u>

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**THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Consolidating Statement of Position

June 30, 2017

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<b>ASSETS</b>					
Current assets:					
Cash and cash equivalents	\$ 877,779	\$ 182,530	\$ 1,060,309	\$ -	\$ 1,060,309
Accounts receivable, net	874,385	-	874,385	-	874,385
Other receivables	116,163	-	116,163	-	116,163
Prepaid expenses	93,249	-	93,249	-	93,249
Security deposit	11,087	-	11,087	-	11,087
Total current assets	<u>1,972,663</u>	<u>182,530</u>	<u>2,155,193</u>	<u>-</u>	<u>2,155,193</u>
Property and equipment, net	3,808,664	-	3,808,664	-	3,808,664
Total assets	<u>\$ 5,781,327</u>	<u>\$ 182,530</u>	<u>\$ 5,963,857</u>	<u>\$ -</u>	<u>\$ 5,963,857</u>
<b>LIABILITIES AND NET ASSETS</b>					
Current liabilities:					
Current portion of long-term debt	\$ 86,038	\$ -	\$ 86,038	\$ -	\$ 86,038
Accounts payable	81,794	-	81,794	-	81,794
Accrued payroll and payroll liabilities	364,814	-	364,814	-	364,814
Accrued vacation	292,305	-	292,305	-	292,305
Accrued expenses	12,500	-	12,500	-	12,500
Deferred revenue	7,580	-	7,580	-	7,580
Total current liabilities	<u>845,031</u>	<u>-</u>	<u>845,031</u>	<u>-</u>	<u>845,031</u>
Long term liabilities					
Interest rate swap agreement	37,053	-	37,053	-	37,053
Long-term-debt less current portion	2,397,390	-	2,397,390	-	2,397,390
Total long term liabilities	<u>2,434,443</u>	<u>-</u>	<u>2,434,443</u>	<u>-</u>	<u>2,434,443</u>
Total liabilities	<u>3,279,474</u>	<u>-</u>	<u>3,279,474</u>	<u>-</u>	<u>3,279,474</u>
Net assets - unrestricted	<u>2,501,853</u>	<u>182,530</u>	<u>2,684,383</u>	<u>-</u>	<u>2,684,383</u>
Total liabilities and unrestricted net assets	<u>\$ 5,781,327</u>	<u>\$ 182,530</u>	<u>\$ 5,963,857</u>	<u>\$ -</u>	<u>\$ 5,963,857</u>

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**THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE**  
**D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES**  
 Consolidating Statement of Activities  
 For the Year Ended June 30, 2018

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<b>Public support and revenues:</b>					
<b>Public support:</b>					
Federal	\$ 1,005,755	\$ -	\$ 1,005,755	\$ -	\$ 1,005,755
State of New Hampshire - BBH	316,921	-	316,921	-	316,921
State and local funding	43,602	-	43,602	-	43,602
Other public support	66,499	64,673	131,172	-	131,172
<b>Total public support</b>	<b>1,432,777</b>	<b>64,673</b>	<b>1,497,450</b>	<b>-</b>	<b>1,497,450</b>
<b>Revenues:</b>					
Program service fees, net	12,364,822	-	12,364,822	-	12,364,822
Other service income	467,403	-	467,403	-	467,403
Rental income	4,985	-	4,985	-	4,985
Other	39,231	-	39,231	-	39,231
<b>Total revenues</b>	<b>12,876,441</b>	<b>-</b>	<b>12,876,441</b>	<b>-</b>	<b>12,876,441</b>
<b>Total public support and revenues</b>	<b>14,309,218</b>	<b>64,673</b>	<b>14,373,891</b>	<b>-</b>	<b>14,373,891</b>
<b>Operating expenses:</b>					
<b>BBH funded programs:</b>					
Children	4,859,070	-	4,859,070	-	4,859,070
Elders	282,131	-	282,131	-	282,131
Vocational	234,156	-	234,156	-	234,156
Multi-Service	2,609,377	-	2,609,377	-	2,609,377
Acute Care	775,806	-	775,806	-	775,806
Independent Living	2,226,618	-	2,226,618	-	2,226,618
Assertive Community Treatment	835,083	-	835,083	-	835,083
Non-Specialized Outpatient	980,645	-	980,645	-	980,645
Non-BBH funded program services	96,069	36,426	132,495	-	132,495
<b>Total program expenses</b>	<b>12,898,955</b>	<b>36,426</b>	<b>12,935,381</b>	<b>-</b>	<b>12,935,381</b>
Administrative expenses	1,049,580	-	1,049,580	-	1,049,580
<b>Total expenses</b>	<b>13,948,535</b>	<b>36,426</b>	<b>13,984,961</b>	<b>-</b>	<b>13,984,961</b>
Change in net assets from operations	360,683	28,247	388,930	-	388,930
<b>Non-operating expenses:</b>					
Fair value gain on interest rate swap	85,586	-	85,586	-	85,586
Change in net assets	446,269	28,247	474,516	-	474,516
<b>Net assets, beginning of year</b>	<b>2,501,853</b>	<b>182,530</b>	<b>2,684,383</b>	<b>-</b>	<b>2,684,383</b>
<b>Net assets, end of year</b>	<b>\$ 2,948,122</b>	<b>\$ 210,777</b>	<b>\$ 3,158,899</b>	<b>\$ -</b>	<b>\$ 3,158,899</b>

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**THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES**  
Consolidating Statement of Activities  
For the Year Ended June 30, 2017

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<b>Public support and revenues:</b>					
Public support:					
Federal	\$ 744,203	\$ -	\$ 744,203	\$ -	\$ 744,203
State of New Hampshire - BDH	518,471	-	518,471	-	518,471
State and local funding	44,601	-	44,601	-	44,601
Other public support	<u>105,760</u>	<u>42,278</u>	<u>148,038</u>	-	<u>148,038</u>
Total public support	1,413,035	42,278	1,455,313	-	1,455,313
Revenues:					
Program service fees, net	11,514,943	-	11,514,943	-	11,514,943
Other service income	422,362	-	422,362	-	422,362
Rental income	4,798	-	4,798	-	4,798
Other	<u>20,038</u>	<u>-</u>	<u>20,038</u>	<u>-</u>	<u>20,038</u>
Total revenues	<u>11,962,141</u>	<u>-</u>	<u>11,962,141</u>	<u>-</u>	<u>11,962,141</u>
Total public support and revenues	13,375,176	42,278	13,417,454	-	13,417,454
<b>Operating expenses:</b>					
BBH funded programs:					
Children	4,450,932	-	4,450,932	-	4,450,932
Elders	243,821	-	243,821	-	243,821
Vocational	229,971	-	229,971	-	229,971
Multi-Service	2,329,607	-	2,329,607	-	2,329,607
Acute Care	745,489	-	745,489	-	745,489
Independent Living	1,876,360	-	1,876,360	-	1,876,360
Assertive Community Treatment	678,106	-	678,106	-	678,106
Non-Specialized Outpatient	1,370,779	-	1,370,779	-	1,370,779
Non-BBH funded program services	<u>148,951</u>	<u>18,387</u>	<u>167,338</u>	<u>-</u>	<u>167,338</u>
Total program expenses	12,074,016	18,387	12,092,403	-	12,092,403
Administrative expenses	<u>1,089,423</u>	<u>-</u>	<u>1,089,423</u>	<u>-</u>	<u>1,089,423</u>
Total expenses	<u>13,163,439</u>	<u>18,387</u>	<u>13,181,826</u>	<u>-</u>	<u>13,181,826</u>
Change in net assets from operations	211,737	23,891	235,628	-	235,628
<b>Non-operating expenses:</b>					
Fair value loss on interest rate swap	148,152	-	148,152	-	148,152
Change in net assets	<u>359,889</u>	<u>23,891</u>	<u>383,780</u>	<u>-</u>	<u>383,780</u>
Net assets, beginning of year	<u>2,141,964</u>	<u>158,639</u>	<u>2,300,603</u>	<u>-</u>	<u>2,300,603</u>
Net assets, end of year	<u>\$ 2,501,853</u>	<u>\$ 182,530</u>	<u>\$ 2,684,383</u>	<u>\$ -</u>	<u>\$ 2,684,383</u>

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**THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE**  
**D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES**  
 Analysis of Accounts Receivable  
 For the Year Ended June 30, 2018

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 310,035	\$ 1,296,179	\$ (364,667)	\$ (909,235)	\$ -	\$ 332,312
Insurance companies	136,783	1,962,853	(893,278)	(1,061,550)	-	144,808
Medicaid	494,240	11,924,477	(1,980,508)	(9,897,459)	-	540,750
Medicare	142,205	628,346	(208,580)	(491,063)	-	70,908
Allowance	<u>(208,878)</u>	-	-	-	<u>(15,670)</u>	<u>(224,548)</u>
Total	<u>\$ 874,385</u>	<u>\$ 15,811,855</u>	<u>\$ (3,447,033)</u>	<u>\$ (12,359,307)</u>	<u>\$ (15,670)</u>	<u>\$ 864,230</u>

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
 D/B/A CLM CENTER FOR LIFE MANAGEMENT  
 Schedule of Program Revenues and Expenses  
 For the Year Ended June 30, 2018

	Children	Elders	Youth/col	Multi- Services	Acute Care	Independent Living	Assertive Community Treatment	Non- Specialized Outpatient	Other Non-BBH	Total Program Services	Admin- istrative	Total Agency
<b>Public support and revenues:</b>												
<b>Public support:</b>												
Federal	\$ 76,300	\$ -	\$ -	\$ -	\$ 60,923	\$ 756,032	\$ 112,500	\$ -	\$ -	\$ 1,005,755	\$ -	\$ 1,005,755
State of New Hampshire - BBH	89,637	-	-	26,653	60,923	2,000	112,500	25,208	-	316,921	-	316,921
State and local funding	14,538	-	-	-	-	-	-	14,538	14,526	43,602	-	43,602
Other public support	672	60	44	371	133	252	109	81,113	568	63,322	3,177	66,499
<b>Total public support</b>	<b>181,147</b>	<b>60</b>	<b>44</b>	<b>27,024</b>	<b>121,979</b>	<b>758,284</b>	<b>225,109</b>	<b>100,859</b>	<b>13,094</b>	<b>1,419,600</b>	<b>3,177</b>	<b>1,432,777</b>
<b>Revenues:</b>												
Program services fees, net	5,557,379	520,735	190,868	3,268,342	361,910	1,452,537	567,004	445,772	775	12,364,822	-	12,364,822
Other services income	84,830	33,613	-	250	274,970	324	-	23,053	47,641	466,483	920	467,403
Rental income	854	-	-	1,569	854	854	-	854	-	4,985	-	4,985
Other	30,304	325	364	2,309	325	544	918	220	200	35,409	3,822	39,231
<b>Total revenues</b>	<b>5,673,167</b>	<b>556,673</b>	<b>191,232</b>	<b>3,272,370</b>	<b>638,059</b>	<b>1,454,259</b>	<b>567,922</b>	<b>469,901</b>	<b>48,116</b>	<b>12,871,699</b>	<b>4,742</b>	<b>12,876,441</b>
<b>Total public support and revenues</b>	<b>5,854,314</b>	<b>556,733</b>	<b>191,276</b>	<b>3,299,394</b>	<b>760,038</b>	<b>2,212,543</b>	<b>793,031</b>	<b>570,760</b>	<b>63,210</b>	<b>14,301,299</b>	<b>7,919</b>	<b>14,309,218</b>
<b>Total expenses</b>	<b>5,254,682</b>	<b>305,079</b>	<b>233,201</b>	<b>2,421,626</b>	<b>838,909</b>	<b>2,407,238</b>	<b>903,010</b>	<b>1,060,410</b>	<b>103,880</b>	<b>13,948,333</b>	<b>-</b>	<b>13,948,333</b>
<b>Change in net assets from operations</b>	<b>599,632</b>	<b>251,654</b>	<b>(61,925)</b>	<b>477,768</b>	<b>(78,871)</b>	<b>(195,195)</b>	<b>(109,979)</b>	<b>(489,650)</b>	<b>(40,670)</b>	<b>352,764</b>	<b>7,919</b>	<b>360,683</b>
<b>Non-operating expenses:</b>												
Fair value gain on interest rate swap	-	-	-	-	-	-	-	-	-	-	85,586	85,586
<b>Change to net assets</b>	<b>\$ 599,632</b>	<b>\$ 251,654</b>	<b>\$ (61,925)</b>	<b>\$ 477,768</b>	<b>\$ (78,871)</b>	<b>\$ (195,195)</b>	<b>\$ (109,979)</b>	<b>\$ (489,650)</b>	<b>\$ (40,670)</b>	<b>\$ 352,764</b>	<b>\$ 93,505</b>	<b>\$ 446,269</b>

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
 D/B/A CLM CENTER FOR LIFE MANAGEMENT  
 Schedule of Program Expenses  
 For the Year Ended June 30, 2018

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BDH	Total Program Services	Administrative	Total Agency
<b>Personnel costs:</b>												
Salaries and wages	\$ 3,281,850	\$ 181,606	\$ 136,384	\$ 1,813,693	\$ 581,186	\$ 1,022,254	\$ 544,273	\$ 649,251	\$ 60,900	\$ 8,271,397	\$ 679,212	\$ 8,950,609
Employee benefits	659,679	58,197	55,234	407,059	69,889	266,730	118,041	123,877	11,640	1,770,156	136,304	1,906,460
Payroll taxes	234,369	13,191	8,633	128,935	42,269	71,879	38,903	46,644	4,371	589,194	48,580	637,774
Accounting/audit fees	18,885	1,128	1,055	9,962	3,058	8,353	3,328	3,849	650	50,268	4,910	55,178
Advertising	6,664	549	477	3,501	1,276	2,586	1,153	1,666	424	18,296	2,626	20,922
Conferences, conventions and meetings	9,176	385	294	5,075	1,574	2,289	2,416	5,920	133	27,262	11,456	38,718
Depreciation	70,150	4,181	3,914	36,991	11,334	31,028	12,357	14,304	2,418	186,697	18,240	204,937
Equipment maintenance	5,329	518	297	2,810	862	2,357	939	1,087	134	14,183	1,383	15,566
Equipment rental	15,754	655	613	6,529	3,379	4,858	1,935	3,960	379	38,062	2,996	41,058
Insurance	22,955	1,552	1,343	13,883	3,939	9,738	3,954	4,961	1,022	63,347	6,898	70,245
Interest expense	36,218	2,357	2,021	19,098	5,861	16,016	6,380	7,382	1,349	96,382	9,417	105,799
Legal fees	14,266	1,274	939	7,876	2,827	5,349	6,490	3,558	1,027	43,606	4,071	47,677
Membership dues	20,010	1,235	927	8,538	3,381	5,636	2,383	3,827	2,393	48,330	8,218	56,548
Occupancy expenses	164,107	2,345	2,265	40,520	6,632	616,862	8,117	53,362	1,925	896,565	10,053	906,620
Office expenses	72,682	3,214	4,090	28,540	10,936	30,098	22,190	18,736	2,448	192,934	20,508	213,442
Other expenses	7,634	412	426	3,849	1,991	2,883	1,312	2,459	718	21,684	17,866	39,550
Other professional fees	97,506	5,767	5,399	57,594	17,673	52,913	16,993	20,286	3,354	272,485	55,332	327,817
Program supplies	32,132	1,435	2,935	13,591	6,698	7,223	7,269	12,197	760	84,240	8,943	93,183
Travel	89,704	7,130	6,920	6,333	1,021	67,566	36,630	3,319	44	213,667	7,163	220,830
	<u>4,859,070</u>	<u>282,131</u>	<u>234,156</u>	<u>2,609,377</u>	<u>775,806</u>	<u>2,226,618</u>	<u>835,083</u>	<u>980,645</u>	<u>96,069</u>	<u>12,898,955</u>	<u>1,049,580</u>	<u>13,948,535</u>
Administrative allocation	395,612	22,948	19,045	212,249	63,103	181,120	67,927	79,765	7,811	1,049,580	(1,049,580)	
<b>Total program expenses</b>	<b>\$ 5,254,682</b>	<b>\$ 305,079</b>	<b>\$ 253,201</b>	<b>\$ 2,821,626</b>	<b>\$ 838,909</b>	<b>\$ 2,407,738</b>	<b>\$ 902,010</b>	<b>\$ 1,060,410</b>	<b>\$ 103,880</b>	<b>\$ 13,948,535</b>	<b>\$ -</b>	<b>\$ 13,948,535</b>

See Independent Auditor's Report



## **BOARD OF DIRECTORS FY2020**

**David Hebert  
Chairperson**

**TBD  
Vice Chair**

**Susan Davis  
Secretary**

**Ron Lague  
Past Chairperson**

**Elizabeth Roth**

**Judi Ryan**

**Jeffrey Rind, MD**

**Gail Corcoran**

**Vic Topo  
President & CEO**

**Vernon Thomas**

**James Morgan**

**Maria Gudinas**

**Christopher Peterson, MD**

**Joseph Crawford**

**The Mental Health Center for Southern New Hampshire Inc.  
Housing Bridge Subsidy Program**

**Key Personnel**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Vic Topo	President & CEO	\$160,854	1.5%	\$2,413
Michael Bergeron	Vice President & CFO	\$133,674	1.5%	\$2,005
Steve Arnault	Vice President Operations, Quality & Compliance	\$118,821	1.5%	\$1,782
Kenneth Brown	Medical Director	\$260,000	1.5%	\$3,900
Barry Quimby	Homeless & Housing Manager	\$55,000	10%	\$5,500
<b>Total</b>				<b>\$15,600</b>

# VICTOR TOPO

## President/Chief Executive Officer

Successful 27-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and Reinvention
- Team building and leadership
- Strategic planning
- Board Collaboration
- Joint ventures and strategic partnerships
- Strong relationship with funders
- Community building

## Professional Experience

**Center for Life Management – Derry, NH**  
**President/Chief Executive Officer**

1999 – Present

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association. Began with revenues of 6.5 million and increased to 9 million. Restructured senior management increasing direct reports from three to six.

Key results:

- Consolidation of three outpatient offices into one newly constructed 28,000 sq. ft. facility.
- Established closer connection with surrounding community utilizing aggressive public relations strategy.
- Guided Board of Directors toward more accountability including higher expectation from management and individual board members.
- Initiated and created Fund Development which then led to creation of CLM Foundation.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer.
- Facilitated joint venture with Manchester Mental Health Center involving medical services.
- Created and implemented strategy to integrate mental health care with physical health care.
- In partnership with CIO, developed and successfully implemented first in the state Electronic Health Record (EHR) called webAISCE.

**Pathways, Inc. – Mentor, OH**

1988 - 1999

**Chief Executive Officer/Executive Director**

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.

## VICTOR TOPO

-Page 2-

- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

**Community Counseling Center – Ashtabula, OH**

**1983-1988**

**Case Management Supervisor/Case Manager**

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
  - Recruited, trained and managed staff of five case managers.
  - Designed and implemented agency's first case management program.
- 

## EDUCATION

**Master of Social Work (MSW)**

West Virginia University, Morgantown, WV

**Bachelor of Arts (BA)**

Siena College, Londonville, NY

**Associate of Applied Science (AAS)**

Fulton-Montgomery Community College, Johnstown, NY

## BOARD/LEADERSHIP POSITIONS

**Heritage United Way – Board of Directors**

**Mental Health Commission – Co-Chair**  
Consumers and Families Work Group

**Statewide Evidenced Based Practice Committee – Co-Chair**

**Greater Salem Chamber of Commerce – Board of Directors**

**Greater Derry/Londonderry Chamber of Commerce – Board of Directors**

**Greater Derry/Salem Regional Transportation Council (RTC) -**  
Chairman, Board of Directors, Derry, NH

**Greater Salem Leadership Program – Graduate, Class of 2001**

**MICHAEL J. BERGERON**

[REDACTED]  
Tel. (603) 434-9937 - Office

**OBJECTIVE:** Executive level position within CLM Behavioral Health.

**PROFESSIONAL PROFILE:** Twenty-five plus years of extensive clinical background and skills combined with proven administrative / management experience. Reputation for high integrity, loyalty, dependability, hard work, dedication, attention to detail, and goal achievement. History of successful program development with strong fiscal accountability.

**EXPERIENCE:** CLM Behavioral Health Systems, Salem, New Hampshire 11/87 to Present  
**DIRECTOR; CASE MANAGEMENT SERVICES**  
Complete administrative, operational, and supervisory responsibility for the initial development and ongoing management of discrete case management services within the context of a multi-disciplinary treatment team model of community support programs. Led the expansion of this service to all populations, i.e. children to elders, and guided the transformation from a fully funded program to a revenue generating one with \$1.4 million of annual billing and significant budget surpluses. Assisted with the design and development of custom network database system for case management / clinical desk top applications. Responsible for State audits resulting in ninety-five plus percent contract compliancy ratings over the last five years. Contributing member of management council, budget committee, strategic planning group, missions statement work group, communication committee, TBS / TQM initiative, and invited by the board to the CEO search committee.

Hampstead Hospital, Hampstead, New Hampshire 11/78 to 10/87  
**PSYCHIATRIC COUNSELOR -> SENIOR PSYCHIATRIC COUNSELOR**  
Provided individual, group, and family counseling as well as milieu management services and staff training. Instrumental in the expansion of the counseling role and responsibility. Appointed senior counselor by the medical director in recognition of this initiative and overall performance.

Prudential Insurance Company, Lawrence, Massachusetts 9/75 to 10/76  
**SPECIAL AGENT**  
Sales and marketing of complete insurance portfolio including life, health, property-casualty, and retirement.

Raytheon Company, Andover, Massachusetts 5/73 to 3/75  
**GOVERNMENT PROPERTY COORDINATOR**  
Management of utilization and disposition of government property, facilities, tooling, and test equipment in accordance with contract stipulations.

Holy Family Hospital, Methuen, Massachusetts 6/70 to 6/72  
**PSYCHIATRIC COUNSELOR**  
Provided individual, group, and family counseling. Assisted with other indicated medical procedures such as electroconvulsive therapy, and participated in milieu management and activities.

**EDUCATION:** New Hampshire College - Graduate School Of Business, Manchester, New Hampshire  
M.B.A. Degree - 1987

Fitchburg State College - Graduate School Of Guidance And Counseling, Fitchburg, Massachusetts  
18 Graduate Hours in Counseling Completed - 1973

Nathaniel Hawthorne College - Antrim, New Hampshire  
B.A. Degree - 1971

**LICENSES AND PROFESSIONAL AFFILIATIONS:** \* Licensed Certified Social Worker - Massachusetts License - 3028 2 051181

\* Member In Good Standing - National Association Of Social Workers

**REFERENCES:** Available upon request.

# Steve Arnault

## Objective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and successful track record in the health care environment.

## Professional Experience

CEO/Lead Consultant      **Healthcare Systems Align, LLC**  
Hampton, NH      1/2010 – Present  
[Healthcare Systems Align.com](http://HealthcareSystemsAlign.com)

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance & Integrated Care      **Center for Life Management, Derry, NH**  
[www.centerforlifemanagement.org](http://www.centerforlifemanagement.org)      1/2009 - Present

- Senior management position in mental health center serving 6000 consumers. Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into Qi/UR initiatives.
- Chair of agency Safety Committee
- Development, implementation and supervision of clinical and administrative models which integrate behavioral health into the broader field of healthcare.

Director, Behavioral Health Services      **Portsmouth Regional Hospital**  
Portsmouth, NH      1/2006 - 12/2009

- Responsible for clinical, administrative and fiscal management of product line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10.5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

Assistant Director of Behavioral Health Services      **Portsmouth Regional Hospital**  
Portsmouth, NH      4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.

# Steve Arnault

- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services      Community Partners; Dover, NH      11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 managers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of      Riverbend Community Mental Health Ctr      9/2000 – 11/2001  
Community Support Prog.      Concord, NH

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team      Riverbend Community Mental Health Ctr      8/1996 – 9/2000  
Coordinator      Concord, NH

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader      Strafford Guidance Center; Dover, NH      1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager      Strafford Guidance Center; Dover, NH      1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

Assistant Director /      Residential Resources; Keene, NH      1/1989 – 1/1992  
Behavioral Specialist

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

# Steve Arnault

## Teaching & Educational Experience

Behavioral Specialist / Clinical Supervisor      The Center for Humanistic Change  
Manchester, NH      8/1986 - 1/1989

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager      Greater Lawrence Psychological Center  
Lawrence, MA      6/1984 - 8/1986

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Adjunct Faculty      New England College; Henniker, NH      9/1994 - Present  
[www.nec.edu](http://www.nec.edu)

- Teach graduate and undergraduate courses in psychology, counseling, program development and evaluation

Director of Masters Degree Program in Mental Health Counseling      New England College; Henniker, NH      1/1998 - 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant      New England College; Henniker, NH      Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

Curriculum Consultant      Bruce Mast and Associates; Portsmouth, NH      Fall 2008 - Spring 2010  
[www.bmaleadership.com](http://www.bmaleadership.com)

- Co-authored Masters of Science Degree in Healthcare Transformative Leadership.
- Marketed degree to colleges, worked with senior administrations toward implementation, wrote course descriptions for academic catalogues, recruited faculty.
- Judge for BusinessNH Magazine's 10 Best Companies to Work For contest, 2010-2012. Lead Judge for last two years

## Education

Masters of Arts Counseling Psychology      Antloch New England Graduate School  
Keene, NH      1989





# Steve Arnault

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Bachelor of Arts  
Psychology

Plymouth State College; Plymouth, NH

1984

## Community Service

Board  
July 2008-November 2009

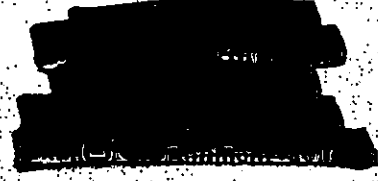
SeaCare Health Services  
[WWW.Seacarehealthservices.org](http://WWW.Seacarehealthservices.org)

8/2012- Present

## Publications

Hudgins, C., Rose, S., Fifield, P.Y., Arnault, S., (2013) Navigating the ethical foundations of informed consent and confidentiality in integrated primary care. *Families, Systems, & Health*. 31, 9-19

**KENNETH M. BROWN, M.D., M.P.H.**



**EMPLOYMENT:**

- |                 |  |               |
|-----------------|--|---------------|
| 1996 to Present | Hampstead Hospital<br>Staff Psychiatrist<br>--Evaluations, treatment, individual therapy, family therapy, medication management, utilization review, staff development and education, patient safety committee for Adult, Adolescent and Child patients. | Hampstead, NH |
| 2012 to Present | Hampstead Hospital<br>Medical Director Recovery Matters<br>--Acute Residential Treatment program for substance abuse disorders.  | Hampstead, NH |
| 1996 to Present | Private Practice<br>--Outpatient medication management, individual therapy, consultation, adult, adolescent and child<br>--Vivitrol injection clinic for alcohol and opiate dependence   | Hampstead, NH |
| 2001 to 2009    | Hampstead Hospital<br>Medical Director   | Hampstead, NH |
| 2009 to 2013    | Center for Life Management<br>Community Mental Health Center<br>--Evaluations, medication management, treatment team focus, consultations Child and Adolescent Psychiatry and Adult Substance Abuse  | Derry, NH     |
| 2006 to 2010    | Specialized Behavioral Health Consultants<br>Psychiatric consultations at various contracted nursing homes in Rockingham County, New Hampshire   |               |

2001 Citalopram in Adolescents with Mood and Anxiety Disorder: A Chart Review  
Presented at the Annual Meeting of the American Psychiatric Association, New Orleans, LA  
5.9.2001

2001 Citalopram in Adolescents with Mood and Anxiety Disorders Presented at the Annual  
Meeting of NCDEU, Phoenix, AZ 5.29.01

2001 Citalopram in Adolescents with Mood, Anxiety and Comorbid Conditions Presented  
at the Annual Meeting of American Psychiatric Association 2001 Institute on Psychiatric  
Services, Orlando, FL 10.11.01

**STATE LICENSURE**

ACTIVE:	New Hampshire	Florida	
INACTIVE:	Louisiana	South Carolina	Maine

**RESEARCH**

2000 - 2003

**ACCESS CLINICAL TRIALS (sub-investigator)**

A three week multicenter, randomized, double blind, placebo controlled, parallel group safety and efficacy study of extended release carbamazepine in patients with bipolar disorder. (SHIRE Laboratories)

A three week multicenter, randomized, double blind, placebo controlled, parallel group safety and efficacy study of extended release carbamazepine in Lithium Failure Patients patients with bipolar disorder. (SHIRE Laboratories)

A double blind, parallel study of the safety, tolerability and preliminary efficacy of flutamide compared to placebo in patients with anorexia nervosa. (VELA Pharmaceuticals, Inc.)

A phase III, randomized, double blind, placebo controlled study of safety and efficacy of C-1073 (Mifepristone) in patients with major depressive disorder with psychotic features who are not receiving antidepressants or antipsychotics. (CORCEPT Therapeutics, Inc.)

Olanzapine versus Ziprasidone in the treatment of schizophrenia (Eli Lilly and Company)

A Multicenter, randomized, double blind study of aripiprazole versus placebo in the treatment of acutely manic patients with bipolar disorder. (Bristol-Meyers-Squibb Pharmaceutical Research Institute)

**PUBLICATIONS AND POSTER PRESENTATIONS**

Bupropion Sustained Release in Adolescents with Comorbid Attention Deficit/ Hyperactivity Disorder and Depression. Davis, Bentivoglio, Racusin, Brown, et al. J.AM.Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression. Bostic, Prince, Brown, Place. Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study. Prince, Bostic, Monteaux, Brown, Place. Pharmacology Bulletin 2002; 36: 100-107.

**EDUCATION**

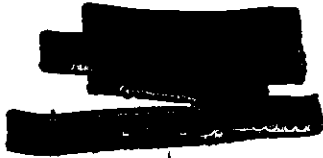
- 1994 to 1996      **CHILD AND ADOLESCENT PSYCHIATRY FELLOWSHIP**  
University of Miami/ Jackson Memorial Hospital  
Miami, Florida
- 1991 to 1994      **GENERAL PSYCHIATRY RESIDENCY**  
Medical University of South Carolina  
Charleston, South Carolina
- 1987 to 1991      **DOCTOR OF MEDICINE**  
Tulane University School of Medicine  
New Orleans, Louisiana
- 1987 to 1991      **MASTERS IN PUBLIC HEALTH**  
Tulane University School of Public Health and Tropical Medicine  
New Orleans, Louisiana
- 1983 to 1987      **BACHELOR IN SCIENCE ENGINEERING**  
**BIOMEDICAL ENGINEERING**  
Tulane University College of Engineering  
New Orleans, Louisiana
- 1985 to 1986      **TULANE UNIVERSITY HONOR SCHOLAR YEAR ABROAD**  
University of Southampton  
Southampton, England

**ACADEMIC AFFILIATION**

- 2005 - Present      **MASSACHUSETTS COLLEGE OF PHARMACY AND HEALTH APPLIED SCIENCES**  
--Preceptor for Psychiatry rotation for Physician Assistant students
- 1999 - 2003      **DARTMOUTH UNIVERSITY**  
Lebanon, New Hampshire  
Adjunct Professor in Clinical Research

Barry C. Quimby

BARRY C. QUIMBY



**Summary:** Over 18 years experience in community mental health and substance abuse treatment  
Vast experience in client advocacy to access mainstream benefits/gainful employment  
Knowledge of state/federal regulations and policies governing grant operations  
Knowledge of HUD housing/PATH outreach and program operations

**Experience:**

Center for Life Management- Derry, New Hampshire *June 2000-Present*

- ◆ **Program Manager for Housing Development:** Responsible for overseeing all HUD funding including the Shelter Plus Care housing assistance program. Foster relations with local landlords, Arrange for apartment inspections to meet HUD Quality Standards, Process and complete necessary file documentation, Advocate for clients within the program to obtain affordable housing, Serve as liaison to the local Housing Authority. Responsible for HMIS data entry, Annual renewals, APR submission, and Quarterly reports for all HUD contracts including Beaver Lake Lodge (A HUD funded residential program). Co-Chair to the New Hampshire Balance of State Continuum of Care (BOSCO) (Nominated November 2007) Active participant of NH-HMIS Advisory Committee and NH HMIS Data Quality Committee. Successful recipient of a second Shelter Plus Care Good Samaritan grant involving three agencies participating in the NH BOSCO in 2009. Successful recipient of NHH Transitional Housing funds for a Permanent Housing Program 2010.
- ◆ **PATH Homeless Outreach Supervisor:** Successful recipient of PATH funding to CLM. Responsible for overseeing all aspects of program funding for outreach to homeless individuals in Western Rockingham County. Provide outreach to identify homeless individuals suffering from mental illness and homelessness, link to community services for which said individuals are eligible and assist individuals engaged in obtaining mainstream benefits, housing, legal advocacy, and community Mental Health / Substance Abuse services. Assisted in the development of Bi-State Technical Assistance grant from SAMHSA to provide training for PATH providers on legal issues, advocacy, program improvement, and interstate collaboration to improve services provided to homeless individuals in New Hampshire and Vermont. Successfully initiated CLM as a pilot program in New Hampshire for PATH data entry into NH-HMIS.
- ◆ **Case Manager:** Responsible for the direct service planning as part of a multidisciplinary community support team. Provide Case Management and Functional Support Services to adult clients with mental illness. Consult with medical / clinical staff; Assist clients with identifying options for employment and assist with job placement and maintaining employment, Refer clients to community resources; Provide representative payee services; Promote independent functioning in the community to clients served; Provide staff training and orientation. Served as Dialectical Behavioral Therapy (DBT) skills group leader. Trained in DBT Therapy and active member of DBT consultation team. Serve on CLM's Safety Committee as well as CLM's Medicare Part D Committee. NH Hospital Liaison.

## Barry C. Quimby

Harbor Homes, Inc., Nashua, New Hampshire

November 1993-June 2000

- ♦ **Program Manager / Residential Coordinator:** Involved in all aspects of operating a housing and treatment program for 43 clients living in supported housing in the greater Nashua area, including policy and regulation adherence for a 14-bed HUD-funded program. Managed 6 full-time and 21 fee-for-service staff; Fostered relations with local affiliates; Improved the clinical sophistication of program. Implemented training programs, assisted with grant writing, and reduced staff turnover. *HUD certified.*
- ♦ **Fee-for-Service Counselor:** Worked 1:1 with clients to assist in overall treatment goals. Worked with administration and management to develop policies and procedures to enhance the day to day operations of the program. Created training packages to ensure the overall Counselor/Client relationship is more productive and measurable for both billing and therapeutic productivity.

American Training, Lowell, Massachusetts

April 1998-December 1998

- ♦ **Program Director:** Directed all aspects of operating a supported housing program for 27 individuals in the greater Lowell area, including supervision of middle management and direct-care staff, policy and regulation adherence, and fostering program relations with local affiliates.

South Middlesex Opportunity Council, Framingham, Massachusetts

April 1992-April 1998

- ♦ **Program Manager / Site Coordinator:** Managed all aspects of operating a group home and supported housing program for chronic mentally ill adults. Improved program by ensuring licensure and regulation adherence from Department of Mental Health; Created a results-oriented team atmosphere for program efficiency; Reduced the program budget deficit during 1996 fiscal year; Reduced the staff turnover ratio within component; Worked with local and area DMH agencies and affiliates to improve program relations and reputation.
- ♦ **Supported Housing Coordinator:** Coordinated all aspects of a supported housing program for four mentally ill individuals. Managed staff overseeing clients while increasing program client turnover to more independent living status; Improved client charting and documentation to ensure DMH licensure; Improved inter-staff communication to improve efficiency of treatment.
- ♦ **Residential Counselor:** Worked in a program that involved transitioning mentally ill individuals from a hospital setting into community living. Assisted in moving 25 clients from state hospital setting into group homes located in Metro-west area; Assisted two clients in gaining skills needed to move from group home into independent living within the community.

### Education:

Keene State College, Keene, New Hampshire

Graduated May 1991

- ♦ **Bachelor of Arts in Industrial / Social / Counseling Psychology**

Gained Independent Study laboratory experience as a **Research Assistant** organizing and administrating semantic-priming research studies at Keene State College. Responsibilities included designing experiments, testing subjects, collecting and analyzing data.